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TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. 173.

BLAKELY WILSON, PLAINTIFF IN ERROR,

vs.

LAFAYETTE McCRELLIS.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF MISSOURI.

FILED MAY 5, 1874.

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1 UNITED STATES OF AMERICA,
Eastern District of Missouri, set:

BLAKELEY WILSON, PLAINTIFF,
vs.
LAFAYETTE MCCRELLIS, DEFENDANT.

Pleas before the honorable the circuit court of the United States for the eastern district of Missouri, at the September term, A. D. 1873 thereof.

Be it remembered that heretofore, to wit, on the 7th day of September, A. D. 1871, there was filed in the office of the clerk of the circuit court of the United States for the districts of Missouri a narration in ejectment, in words & figures following, to wit.

Narr. in ejectment.

In the circuit court of the United States, districts of Missouri.

BLAKELEY WILSON, TRUSTEE, PLAINTIFF,
against
LAFAYETTE MCCRELLIS, DEFENDANT. } October term, 1871.

EASTERN DISTRICT OF MISSOURI:

Blakeley Wilson, who is a citizen of the State of New Jersey, plaintiff in this suit, by H. A. Clover, his attorney, complains of Lafayette McCrellis, who is a citizen of the State of Missouri, defendant.

2 And plaintiff states that, on the first day of January, in the year eighteen hundred and seventy-one, he was lawfully entitled to the immediate possession of the following-described premises situate in the county of Scott, State of Missouri, and in the eastern district aforesaid, to wit: Lots numbered one, two, and three of the northeast quarter of section number three; and also the south part of said section number three, all in township number twenty-seven north of the base line, in range fourteen east of the fifth principal meridian, containing in the aggregate eight hundred and three and eighty-nine one-hundredths acres of land, and, being so entitled to the possession thereof, the said defendants afterwards, on the first day of July of said year, unlawfully entered into the said premises and unlawfully withholds from the plaintiff thereof, to his damage in the sum of five thousand dollars.

Plaintiff therefore asks for judgment for possession of said premises, for said damages and for costs of this suit; by

C. A. CLOVER, *His Atty.*

And thereupon a summons issued out of the office of the clerk of the circuit court of the United States for the districts of Missouri, in words & figures following, to wit:

Summons.

MISSOURI DISTRICTS, *set.:*

The President of the United States of America to the marshal of the eastern district of Missouri, greeting:

You are hereby commanded to summon Lafayette McCrellis, a citizen of the State of Missouri, that he be and appear before the honorable circuit court of the United States for the districts of Missouri, on the first day of the next term thereof, to be holden at the city of St. Louis, in and

for said districts, on the first Monday of October next, then and
3 there to answer unto Blakeley Wilson, a citizen of the State of New Jersey, *a* in a plea of trespass and ejectment, to the damage of said plaintiff of five thousand dollars. Hereof fail not, and have you then and there this writ:

Witness the honorable Salmon P. Chase, Chief-Justice of the Supreme Court of the United States, the seventh day of September, A. D. eighteen hundred and seventy-one.

Issued at office in the city of Saint Louis, under the seal of said circuit court, the day and year last aforesaid.

[SEAL.] AUSTIN DRAKE,
Clerk of said Court.

Upon which summons the marshal of the United States for the eastern district of Missouri made return in words and figures following, to wit:

Marshal's return.

UNITED STATES OF AMERICA,
Eastern District of Missouri, ss:

Executed this writ by leaving a copy of the summons, together with a copy of the declaration thereto attached, for the within-named Lafayette McCrellis, at his usual place of abode, at Scott County, within the eastern district of Mo., with a member of his family and a white person over the age of fifteen years, September 11th, 1871.

C. A. NEWCOMB,
U. S. Marshal, E. D. Mo.,
4 By ELISHA TRACY, *Deputy.*

And at the October term, A. D. 1871, of said circuit court, the following proceedings were had in this cause on Tuesday, the 3d day of October, A. D. 1871, to wit:

BLAKELEY WILSON, PLAINTIFF,
vs.
LAFAYETTE MCCRELLIS, DEFENDANT. } Ejectment.

This day come the defendant by his attorney, R. H. Musser, esquire, and files his plea of not guilty to the action brought by plaintiff herein against him.

The plea filed as aforesaid is in the words & figures following, to wit:

Plea.

In the circuit court of the United States, districts of Missouri.

BLAKELEY WILSON, PLAINTIFF,
against
LAFAYETTE MCCRELLIS, DEFENDANT. } October term, 1871.

And the said Lafayette McCrellis, by Richard H. Musser, his attorney, comes and defends the force and injury, and says he is not guilty of the said supposed trespasses and ejectment above laid to his charge, or of any part thereof, in manner and form as the said Blakeley Wilson hath

above thereof complained against him; and of this he puts himself upon the country.

R. H. MUSSER,
His Attorney.

Similiter.

And plaintiff doth the like.

H. A. CLOVER,
Plff's Atty.

5 And afterwards, at the April term, A. D. 1872, of said circuit court, the following further proceedings were had in this case on Tuesday, the 9th day of April, A. D. 1872, to wit:

BLAKELEY WILSON, PLAINTIFF,
vs.
LAFAYETTE MCCRELLIS, DEFENDANT. } Ejectment.

This day come the parties, by their attorneys, and file an agreement in writing, signed by said attorneys, waiving a jury in this case.

The agreement filed as aforesaid is in the words & figures following, to wit:

Jury waiver.

In cir. court, U. S. dist. of Missouri, April term, 1872.

BLAKELEY WILSON, PLAINTIFF,
against
LAFAYETTE MCCRELLIS, DEFT. } Ejectment.

The defendant waives a jury in the trial of this cause.

MUSSER, *Atty. for Deft.*
CLOVER, *for Plff.*

And afterwards, at said April term of said circuit court, A. D. 1872, the following further proceedings were had in this cause on Wednesday, the 17th day of April, A. D. 1872, to wit:

BLAKELEY WILSON, PLAINTIFF,
vs.
PETER BOYCE, DEFENDANT. } Ejectment.

BLAKELEY WILSON, PLAINTIFF,
vs.
LAFAYETTE MCCRELLIS, DEFENDANT. } Ejectment.

6 This day come the parties, by their attorneys, and thereupon it is ordered that these two cases be consolidated for the purposes of trial, so as to avoid unnecessary costs and delay; and, on the motion of the attorneys for said defendants, it is ordered that said cases be now continued until the next term of this court, on the application of the defendants, and as upon affidavit, at their costs, and that a fee-bill be issued for such costs.

And afterwards, at the September term, A. D. 1872, of the circuit court of the United States for the eastern district of Missouri, the following further proceedings were had in this case on Monday, the 17th day of October, A. D. 1872, to wit:

BLAKELEY WILSON, PLAINTIFF,
vs.
PETER BOYCE, DEFENDANT. } Ejectment, (consolidated.)

BLAKELEY WILSON, PLAINTIFF,
vs.
LAFAYETTE MCCRELLIS, DEFENDANT. } Ejectment, (consolidated.)

This day come the parties, by their attorneys, and file a stipulation signed by said attorneys. And in accordance with said stipulation it is ordered that these cases be, and the same are now hereby, continued until the next term of this court, as upon the application of and cause shown by the plaintiff.

The stipulation filed as aforesaid is in the words and figures following, to wit:

Stipulation for continuance.

BLAKELEY WILSON
vs.
PETER BOYCE,

nd

SAME
vs.
L. F. MCCRELLIS.

In the U. S. circuit court for the eastern dist. of Missouri.

These cases may be continued as upon the application of and cause shown by plff. St. Louis, Oct. 3d, 1872.

H. A. CLOVER,
Atty. for Plff.
DRYDEN AND DRYDEN,
Attys. for Deft.

7 And afterwards, at the March term, A. D. 1873, of said circuit court, the following further proceedings were had in this case on Wednesday, the 2d day of April, A. D. 1873, to wit:

BLAKELEY WILSON, PLAINTIFF,
vs.
PETER BOYCE, DEFENDANT. } Ejectment.

BLAKELEY WILSON, PLAINTIFF,
vs.
LAFAYETTE MCCRELLIS, DEFENDANT. } Ejectment.

This day come the parties in the above-named cases, which have been

consolidated for the purposes of trial, by their respective attorneys, the plaintiff by Henry A. Clover, esquire, and the defendant by Messrs. Dryden & Dryden and R. H. Musser, esquire; and said cases being regularly called for trial, and agreements having been filed therein consenting that the issues may be tried by the court without the intervention of a jury, the hearing of the cases by the court, sitting as a jury, was thereupon proceeded with; but, the same not having been concluded at the hour of adjournment, it is ordered that further proceedings therein be continued until to-morrow morning.

And afterwards, at said March term, A. D. 1873, of said circuit court, the following further proceedings were had in this case on Thursday, the 3d day of April, A. D. 1873, to wit:

BLAKELEY WILSON, PLAINTIFF,
vs.
PETER BOYCE, DEFENDANT. } Ejectment, (consolidated.)

BLAKELEY WILSON, PLAINTIFF,
vs.
LAFAYETTE MCCRELLIS, DEFENDANT. } Ejectment, (consolidated.)

This day come again the parties, by their respective attorneys, as on yesterday, whereupon the hearing of these cases was resumed, and the same were further heard, argued by counsel, and submitted upon the pleadings and proofs; and the court, not being fully advised in the
8 premises, takes the said cases under advisement. It is further ordered that the plaintiff be, and he is hereby, required to file a brief within thirty days from this date; and the defendants are in like manner required to file their briefs within fifteen days thereafter.

And afterwards, at the September term, A. D. 1873, of said circuit court, the following further proceedings were had in this cause on Wednesday, the 20th day of September, A. D. 1873, to wit:

Finding and judgment.

BLAKELEY WILSON, PLAINTIFF,
vs.
LAFAYETTE MCCRELLIS, DEFENDANT. } Ejectment.

This day come the parties, by their respective attorneys, the plaintiff by H. A. Clover, esquire, and the defendant by Messrs. Dryden and Dryden, and R. H. Musser, esquire, and this case having been submitted to the court, sitting as a jury, at a former term thereof, and being now fully advised in the premises, the court finds for the defendant on the issues joined herein, and returns a special finding of the facts as proven upon the trial of this case, which is copied at large in the entry of this date in the case of the same plaintiff against Peter Boyce, defendant, and stands copied into the body of the bill of exceptions in this case, on page 96 of this transcript. It is therefore now considered by the court that the plaintiff, Blakeley Wilson, take nothing by his writ herein; and that the defendant, Lafayette McCrellis, go hence without day, and recover against said plaintiff the costs in this behalf expended, and that execution be issued therefor.

9 And afterwards, at said September term, A. D. 1873, of said circuit court, the following further proceedings were had in this cause on Wednesday, the 24th day of September, A. D. 1873, to wit:

BLAKELEY WILSON, PLAINTIFF,
vs.
PETER BOYCE, DEFENDANT. } Ejectment.

BLAKELEY WILSON, PLAINTIFF,
vs.
LAFAYETTE MCCRELLIS, DEFENDANT. } Ejectment.

This day come the parties, by their attorneys, and thereupon the plaintiff presents to the court his bill of exceptions in these cases, which, having been examined by the court, is signed by the honorable John F. Dillon, presiding judge, and ordered to be made a part of the record herein, and to be filed with the papers herein.

The bill of exception filed as aforesaid is in the words & figures following, to wit:

Bill of exceptions.

In the circuit court of the United States, eastern district of Missouri.

BLAKELEY WILSON, PLAINTIFF,
vs.
PETER BOYCE AND LAFAYETTE MCCRELLIS, DEFENDANTS.

Be it remembered that on the trial of this cause the plaintiff, to sustain the issues on his part joined between himself and the defendants, read a stipulation between himself and the defendants, and made part of the record, whereby it was stipulated and admitted that the lands in suit, by virtue of the act entitled An act granting the right of way
10 and making a grant of land to the States of Arkansas & Missouri, to aid in the construction of a railroad from a point on the Mississippi opposite the mouth of the Ohio River, via Little Rock, to the Texas boundary, near Fulton, in Arkansas, with branches to Fort Smith and the Mississippi River, approved February 9th, 1853, and of the act of the general assembly of the State of Missouri, entitled An act to confirm the incorporation of the Cairo and Fulton Railroad Company of Missouri, and to apply to the construction of the same the grant of lands made to the State of Missouri, by the Congress of the United States, and to accept said grant of land, approved February 20, 1855, became vested in full and complete title in the corporation, the Cairo and Fulton Railroad Company, and it was admitted by the defendant that the value of the lands in controversy exceeded the sum of twenty-five hundred dollars, under a stipulation as follows:

Stipulation.

In the United States circuit court.

BLAKELEY WILSON, PLAINTIFF,
vs.
LAFAYETTE MCCRELLIS, DEFENDANT. } Ejectment.

BLAKELEY WILSON, PLAINTIFF,
vs.
PETER BOYCE, DEFENDANT. } Ejectment.

It is hereby admitted and agreed by and between the respective par-

ties plaintiff and defendant in the said cases above named, and which said admission and agreement is to be read and used upon the trial of said cases in said court, that the title to the lands and premises sued for, and recovery of possession whereof is sought in said actions, passed from the United States to the State of Missouri under the act of Congress entitled "An act granting the right of way and making a
11 grant of land to the States of Arkansas & Missouri, to aid in the construction of a railroad from a point on the Mississippi opposite the mouth of the Ohio River, via Little Rock, to the Texas boundary, near Fulton, in Arkansas, with branches to Fort Smith and the Mississippi River," approved February 9th, 1853. (Public Laws of the United States, Little, Brown & Company edition, pp. 155 & 156.)

That, under and by virtue of an act of the general assembly of the State of Missouri, entitled "An act to confirm the incorporation of the Cairo and Fulton Railroad Company of Missouri, and to apply to the construction of the same the grant of lands made to the State of Missouri by the Congress of the United States, and to accept said grant of land, approved February 20th, 1855, (Laws of Missouri, 1855, p. 314, 315, 316, 317,) the said lands and premises sued for became vested in full and complete title in the Cairo and Fulton Railroad Company of Missouri, a corporation duly organized under the laws of said State and said act, in manner as is provided in and by said last-named act, on the 21st day of Feb'y, so that the title to the land sued for in the said above-entitled causes by virtue of the provisions of the said act of Congress and the said act of the general assembly, became, as aforesaid, fully vested in the said corporation, the Cairo and Fulton Railroad Company, from and after the time of the passage of said act of the general assembly of the State of Missouri.

That at the time and previous to the time of the commence-
12 ment of the said above-entitled suits against the said named defendants, the said defendants were severally in possession of the several parcels or tracts of land respectively described in the declarations in said entitled cases.

That the value of the monthly rents and profits of the lands sued for in these actions is one dollar.

That the several parcels and tracts of land sued for in these actions are of the value each of twenty-five hundred dollars.

H. A. CLOVER, *for Plff.*
DRYDEN & DRYDEN.

The plaintiff then, further to maintain the said issue on his part, offered and gave in evidence a resolution of the board of directors of the said corporation, the Cairo and Fulton Railroad Company, passed by the said board of directors on the 8th day of March, 1858, in the words and figures following:

"Resolved, That the president prepare and execute, in behalf of this company, a proper deed of trust of four hundred thousand acres of its lands, together with its railroad, subject to the prior lien of the State of Missouri in respect of said railroad, for the securing of its payment of its sixteen hundred bonds of one thousand dollars each, with their interest, as is provided in said bonds, bearing date May the twenty-third, A. D. 1857, and that in the delivery of said deed of trust to the trustees named in said bonds and its due execution he shall cause the same to be recorded and its provisions carried into effect."

13 And also a further resolution of the said board of directors, passed on the 28th day of August, A. D. 1858, as follows:

"Ordered, that the president cause to be executed and delivered a deed of trust executed in behalf this company, dated May 23d, 1857, which shall include and comprise all the remaining lands of this company, heretofore or hereafter to be acquired, with provision therein for further securing the payment of the interest and principal of the sixteen hundred bonds of this company heretofore authorized to be issued."

The plaintiff then gave in evidence a deed made by the said Cairo and Fulton Railroad Company, by its president, to John Moore, John Wilson, and Albert G. Waterman, dated the 23d day of May, 1857, in the words and figures following, to wit:

Deed from Cairo & Fulton R. R. Co. to Moore, Wilson & Waterman, trustees, 23d May, A. D. 1857.

This indenture, made this 23d day of May, in the year of our Lord one thousand eight hundred and fifty-seven, between the Cairo and Fulton Railroad Company of Missouri, of the first part, and John Moore & John Wilson, of the State of Illinois, and Albert G. Waterman, of the State of Pennsylvania, trustees, of the second part, witnesseth:

Whereas the said parties of the first part, for the purpose of raising funds from time to time for the construction, furnishing, and completion of their railroad, as surveyed and established under and by virtue of the laws of the State of Missouri, propose to issue and deliver from time to time, as may be necessary, their bonds or obligations, bearing even date herewith, and thereby to become indebted to divers persons, bod-
14 ies politic or corporate, who shall become holders of said bonds or obligations in the just and full sum, in the aggregate, of one million and six hundred thousand dollars, lawful money of the United States of America, secured to be paid by their sixteen hundred bonds or obligations of one thousand dollars each, providing for the payment unto the said persons, bodies politic or corporate, or their assigns, respectively, the said sums of money therein provided to be paid on the first day of October, which will be in the year one thousand eight hundred and eighty-two, (1882;) and also interest for the same at and after the rate of seven per centum per annum, payable on the first days of April and October in each year, upon and after the first day of April, in the year one thousand eight hundred and fifty-eight, (1858,) until the principal sums named in said bonds or obligations, respectively, shall be severally paid and satisfied in the manner and form in the said bonds or obligations set forth and declared, and, as by reference thereto, will more fully appear.

Now, therefore, this indenture witnesseth that the said parties of the first part, for the better securing and more sure payment of said sums of money mentioned in said bonds or obligations, and each and every of them, according to the true intent and meaning thereof, and also for and in consideration of the sum of one dollar in hand paid by the said parties of the second part, at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, remised, released, conveyed, and confirmed, and by these presents do grant, bargain, and sell, remise, release, convey, and confirm unto the said parties of the second part, and the survivor and survivors, successor and successors of them, forever,
all and singular the lands and real estate described and set forth
15 in the schedule hereto annexed, marked and numbered on pages one to fifty-two, inclusive, and made part and parcel of this indenture as fully as if the same were here inserted at length, being public

lands free from incumbrance, and held by the said parties of the first part by absolute title in fee-simple, under letters-patent from the United States of America and the State of Missouri, and lying along and contiguous to the railroad of the said parties of the first part, to aid in the construction, completion, furnishing, and maintenance of their said railroad, amounting in quantity to four hundred thousand acres of land, and also all and singular the several pieces or parcels of land being the road-way, stations, and depots of the railroad of the said parties of the first part, from the Mississippi River, at the mouth of the Ohio, to the southern boundary of the State of Missouri, being in length about seventy-seven and a half miles, and all and singular the stations and depot-buildings, engine-houses, and other improvements and constructions thereon, now made or hereafter to be made, together with all and singular the emoluments, income, and advantages, tenements, hereditaments, and appurtenances thereto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and also all the estate, right, title, interest, property, claim, and demand whatsoever, at law or in equity, of the said parties of the first part, of, in, and to the same, and each and every part and parcel thereof, with the appurtenances, to have and to hold, all and singular, the lands and tenements hereby granted or intended so to be,

and each and every part and parcel thereof, with the appurten-
16 ances, unto the said parties of the second part and the survivor and survivors, successor and successors of them, forever, as joint tenants, and not tenants in common, for the uses and purposes of this indenture set forth and herein declared; subject, however, with respect to said railroad and every part and section thereof and its appurtenances, to a prior first and only present lien, in the nature of a mortgage, in favor of the State of Missouri, made to secure and indemnify said State against the payment of such bonds or obligations as said State may from time to time issue and deliver to the said parties of the first part, to aid in the construction of said road, under and by virtue of the provisions of two several acts of the general assembly of said State of Missouri, entitled and approved as follows: "An act to expedite the construction of the Cairo and Fulton Railroad of Missouri," passed December 11th, A. D. 1855; and also "An act to amend an act to secure the completion of certain railroads in this State, and for other purposes," approved December 10th, 1855, approved March 3d, A. D. 1857. The amount of said bonds or obligations so to be executed and delivered by said State, and to secure the payment of which by the said parties of the first part, the said lien or mortgage is created in favor of said State, not to exceed the sum of six hundred and fifty thousand dollars, with the interest thereon at the rate of six per cent. per annum, as by reference to said several acts above recited will more fully appear; it being specially declared and provided that nothing herein contained shall have effect or operate as a lien upon said railroad, nor any part nor section thereof, nor its appurtenances, prior to or in derogation of, or in any

way interfering with the lien of the said State under the laws
17 above recited, but that the same shall remain subject in all respects to the full operation of said acts, according to their true intent and meaning, as if this indenture had not been executed; said railroad and its appurtenances to be subject also to the possession, control, and management of the said parties of the first part, so long as the conditions of said bonds or obligations to be issued by the said parties of the first part shall remain unforfeited by the proper performance of all the stipulations thereof; provided always, and these presents

are upon the express condition, that if the said parties of the first part shall well and truly pay or cause to be paid to the holders of the said bonds or obligations, and every of them, the principal sums of money therein mentioned, with the interest thereon, at the times and in the manner therein provided, according to the true intent and meaning thereof, and of these presents, that then and from thenceforth this indenture and the estate hereby granted shall cease, determine, and be utterly void.

And this indenture further witnesseth that these presents and the said bonds or obligations are made, executed, and delivered upon the terms, conditions, and agreements following, that is to say:

First. That the actual possession, use, management, and control of the said railroad, with all the appurtenances thereto belonging, shall be and remain with the said parties of the first part, without any molestation or interference of the said parties of the second part, so long as the conditions of the said bonds or obligations shall remain without default or forfeiture and the said parties of the first part shall perform and keep the stipulations thereof.

Second. That from and after the due execution and delivery of this instrument the said lands shall be deemed and taken to be in the
18 legal possession and control of the said parties of the second part, as in case of absolute title in fee-simple, with full covenants of seizure and warranty, subject only to such occupancy and right of way, and the right to take timber and other materials from any part or parcel thereof, as may be necessary in the construction, maintenance, and operation of the railroad of the said parties of the first part, and the branches and connections thereto. The said parties of the first part shall, with as little delay as practicable, furnish to the said parties of the second part such maps, plats, schedules, and lists of the lands hereby granted as they may require, with descriptions of the locations and character thereof and a list of valuations for their information in selling; it being provided that such valuations shall not be less in the aggregate than two millions of dollars, being an average price of five dollars per acre.

Third. That the said parties of the second part, having first been provided with proper maps, schedules, etc., as aforesaid, and fixed therein lists of valuations or selling prices, shall and will grant, bargain, sell, and convey to all persons, bodies politic or corporate, applying for the purchase of any of the lands and premises above mentioned, making or tendering payment therefor; such sales may be for cash or bonds of the said parties of the first part, part and parcel of the same bonds hereinbefore referred to, or partly for each, upon such credits and at such rates of interest as the said parties of the second part may determine. They may in selling upon credit adopt and use such form of contract and take such security for the payment of purchase-
19 money and its interest as they may determine; and may from time to time change and adjust the selling prices according to the true value of each tract of land to be sold. But if by reason of inferior quality any land shall be sold for a less sum than five dollars per acre, a sufficient quantity of other lands shall have been or shall be sold at prices above that sum so as to maintain and keep good at each accounting or return made of lands sold, the actual average of prices for land sold at the time at not less than five dollars per acre.

Fourth. The purposes of this trust being to secure to the holders thereof the payment of the sixteen hundred bonds aforesaid, with the interest thereon, it is hereby provided and declared that each and

every tract of land comprised in the schedule hereto annexed and herein conveyed, now is and shall remain subject to the liabilities and uses of this trust until released and discharged, as hereinafter provided, that is to say: on the execution of any deed to which any purchaser may become entitled, the said parties of the second part may require from such purchaser bonds of the said parties of the first part to the full amount of the purchase-price of the land sold, or if all or any portion of said amount shall have been or shall then be paid in money, it shall be the duty of the said parties of the second part to purchase therewith sufficient bonds to bring to their hands on account of each tract sold, bonds in amount equal to the purchase-money thereof, so that in no case shall any tract of land be conveyed by deed of the said parties of the second part without the surrender and consequent discharge of such bonds to the full amount of the purchase-money
20 aforesaid. On tender of any bond exceeding in amount or less than the purchase-price, the said parties of the second part may pay to or receive from the purchaser such difference as there may be in money or otherwise, as they may determine. For convenience in selling the said parties of the second part may issue their scrip for parts or fractional amounts of bonds, on cancelling a like amount in bonds, which scrip may, in such manner as they shall therein provide, be receivable for lands in lieu of bonds.

Fifth. The said parties of the second part shall and will cancel and discharge each and every bond or obligation and the interest-warrants thereon, which they may receive in payment for land, by defacing the seal of the corporation and writing thereon such memorandum as will effectually destroy the validity of the same, it being the intent hereof to anticipate the payment of said bonds by the sale and conveyance of said lands in such manner that the sale of lands and the cancellation of bonds shall proceed pari passu to the end without diminution of the actual security upon which all or each of said bonds at any time outstanding may rest. On payment being made by the purchaser of any such tract or tracts of land in money or bonds as herein required, and the due execution and delivery of proper deeds of conveyance, the tract or tracts so conveyed shall thereby be released and discharged from the operation of this indenture and held no longer liable for the fulfillment of the conditions hereof; it being intended that such conveyance shall operate as an acquittance of the particular tract or tracts so conveyed, and vest in the purchaser an absolute and
21 indefeasible title in fee-simple.

Sixth. That the said parties of the first part shall, and will, when required so to do, deliver to the said parties of the second part full and sufficient security, to be approved by them, for the punctual and full payment by the said parties of the first part of all the interest-warrants of said sixteen hundred bonds or obligations as the same shall from time to time become due and payable. Such security may consist of money in hand or interest-paying State bonds, or stocks, or of lands to be conveyed in trust to the said parties of the second part. Such securities, of whatsoever kind the same may be, shall be given to the said parties of the second part, under such assignments, conveyances, and acquittances by and in behalf of the said parties of the first part as will confer upon the said parties of the second part absolute and summary power of sale, according to their discretion, without process of law, whenever the said parties of the first part shall fail to pay the interest-warrants aforesaid, or any part thereof, according to the terms thereof. All interest-warrants paid by the said parties of the second part shall be charged over to the account of the said parties of the first part.

Seventh. That all monies coming to the hands of the said parties of the second part under the provisions hereof shall, after the payment of the expenses attending the due execution of the trust hereby created, be held by them in trust, and appropriated first to the payment of any lawful taxes and assessments which may be levied upon said lands and the care and preservation of the same; second, to the payment of any arrears upon interest-warrants, should the said parties of the first part at any
22 time fail to pay the same; third, to the redemption of the principal of said bonds until the whole shall be paid and redeemed by the sale of said lands, or the application of the avails thereof. On the full payment and redemption of said sixteen hundred bonds and the interest-warrants thereof, the said parties of the second part shall render unto the said parties of the first part a full, perfect, and final account of their doings, and pay over and deliver to the said parties of the first part, their successors or assigns, all moneys, notes, contracts, plats, books, and property of every kind belonging or appertaining to the subject-matter of this indenture, and also reconvey to the said parties of the first part all lands then remaining unsold, and thereupon this trust shall cease and determine.

Eighth. That for the purpose of continuing and securing the due execution of the trusts hereby created, it is declared that all vacancies that may occur in the office of trustee, by death, resignation, or otherwise, shall be filled thus: The first vacancy shall be filled by a majority of the members of the board of trustees, as constituted, being in office at the time such vacancy shall take place. The next vacancy shall be filled by the said parties of the first part, and so on alternately until the end, and trustees so appointed shall fill the term and succeed to and perform all the duties and have all the powers hereby conferred upon members of the board of trustees herein named or provided for. They shall constitute or appoint, of their own number or otherwise, a president of their board of trustees, who shall be a member thereof, and who shall hold his office for such time and have and exercise such powers and duties as they may confer and appoint
23 as fully and with like effect as if herein expressed; such other officers and agents as shall be necessary to the execution of this trust may be appointed in such manner as they may determine, rates of compensation fixed, and such rules and regulations made and carried into effect as they may deem necessary.

And this indenture further witnesseth, that the said parties of the first part for themselves and their successors do covenant and agree to pay unto the holders of the said bonds or obligations respectively the said principal sums of money therein respectively mentioned as above, and as expressed in said bonds or obligations, according to the true intent and meaning thereof. And that if default shall be made in the payment of the interest upon said bonds or obligations, so that a sum equal to one year's interest on the whole amount of the said bonds or obligations actually issued and secured by these presents, or if default shall be made in the payment of the principal of said bonds or obligations, that then and from thenceforth it shall and may be lawful for the said parties of the second part to sell and dispose of all and singular the said lands hereby conveyed then remaining unsold, and all benefit and equity of redemption of the said parties of the first part herein, at public auction, giving reasonable and public notice of the time and place of said sale by publication in the newspaper of the State Printer at Jefferson City, and in a newspaper in each county in which said lands lie, if any there be; and for and in behalf of the said parties of the first part, for that purpose

by these presents duly authorized, constituted, and appointed, to make and deliver to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance, in the law, for the same in fee-simple.
24 And out of the moneys arising from such sale and sales to retain the interest and principal which shall then be due on such bonds or obligations for the benefit of the holders thereof, together with the costs and charges of advertisements and sale of said premises, rendering the surplus (if any there be) to the said parties of the first part, their successors and assigns, which sale shall be a perpetual bar both in law and equity against the said parties of the first part, their successors and assigns, and all other persons claiming or to claim the premises or any part thereof, by, from, or under them, or either of them. And on the happening of any default as hereinbefore mentioned in any such payment of interest or principal of said bonds, the said parties of the second part may, in their discretion, enter into and upon, and take possession of, all and singular the railroad and its appurtenances intended to be included herein; and may by their officers and agents occupy, control, and operate the same, and take and receive the income and profits thereof, applying the same, first, to the payment of the current expenses of said road and its needful repairs, and next to the prompt payment of the interest on all State bonds which shall have been issued to the said parties of the first part by the State of Missouri, by virtue of the several acts of the legislature thereof, hereinbefore referred to; and then to the payment of the interest and principal of the bonds of the said parties of the first part in such manner as they may deem proper. The possession and control of said railroad by the said parties of the second part, after such default, shall be in the place and stead of like possession and control of the said parties of the first part, under
25 the laws of the State of Missouri, and no more, nor shall any such possession or control be deemed or held to contravene any right of the State of Missouri by virtue of the several acts hereinbefore referred to. No lien or right of sale is hereby created, or intended to be created, in behalf of the said parties of the second part, nor of the holders of said bonds, nor any creditors of the said parties of the first part, with respect to said railroad or any matter or thing pertaining or belonging thereto, which shall interfere with, take precedence of, or disturb in any way the right of the State of Missouri, as created and defined in the several acts of the general assembly thereof, hereinbefore referred to, the provisions of which acts have been duly accepted by the said parties of the first part as binding irrevocably upon the said parties of the first part, and as fixing upon said railroad a first prior and undisturbed lien in favor of said State of Missouri.

The intent hereof being to transfer to the said parties of the second part, on the happening of such default, only such right, title, interest, and control as now pertains and is incident to the said parties of the first part by virtue of the laws of the State of Missouri; their power of sale, with respect to said railroad, to remain in abeyance until the lien of said State shall have been discharged or the rights of the parties herein modified by law of said State, then the power of sale hereinbefore vested in the said parties of the second part, with respect to the lands conveyed, and the application of the avails thereof, in manner and form shall apply and attach to said railroad and its appurtenances so far as shall be necessary to redeem any bonds of the said parties of the first part yet outstanding after the avails of said lands shall have been exhausted; and it is hereby mutually agreed by and between
26 the parties to these presents, that the said parties of the second

part, their heirs, executors, or administrators, shall not be answerable for the acts, omissions, or defaults of each other, and that each shall be accountable only for the exercise of reasonable diligence in the management of said trust. And it is further agreed that the said parties of the first part, their successors, and all and any persons whomsoever lawfully or equitably deriving any estate, right, title, or interest, of, in, or to the premises hereinbefore granted, by, from, under, or in trust for them, shall or will at any time or times hereafter, upon the reasonable request, and at the proper costs and charges, in the law, of the said parties of the second part, their successors and assigns, make, do, and execute, and cause to be made, done, and executed, all and every such further and other reasonable acts, conveyances, and assurances, in the law, for the better and more effectually vesting and confirming the premises hereby granted or intended so to be, in and to the said parties of the second part, their successors and assigns, forever, and to secure the due execution of the powers herein granted, as by the said parties of the second part, their successors, and assigns, or by counsel, learned in the law, shall be reasonably devised, advised, or required. In witness whereof the said parties of the first part, the Cairo and Fulton Railroad Company of Missouri, have caused their corporate seal to be hereunto affixed, and these presents to be signed by Mason Brayman, their president; and the said parties of the second part, the said John Moore, John Wilson, and Albert G. Waterman, trustees, in testimony of their acceptance of said trust, have
27 hereunto set their hands and seals the day and year first above written.

[L. S.] M. BRAYMAN,
President Cairo & Fulton R'road Co. of Mo.

Attest:
G. R. TEASDALE,
Sec'y C. & F. R. R. Co. of Mo.

JOHN MOORE. [SEAL.]
JOHN WILSON. [SEAL.]
A. G. WATERMAN. [SEAL.]

Witness as to A. G. Waterman:
JNO. G. BREBAN.

UNITED STATES OF AMERICA,
Southern District of Illinois, ss:

I, George W. Lowry, clerk of the circuit court of the United States for the southern district of Illinois, do hereby certify that, on this thirtieth day of April, A. D. 1858, before me, at my office in the city of Springfield, in said State, came Mason Brayman, the president of the Cairo and Fulton Railroad Company of Missouri, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as a party thereto; and who, being by me duly sworn, deposes and says that he resides in the city of Springfield, in said State; that he is the president of the said Cairo & Fulton Railroad Company of Missouri; that the seal affixed to the said instrument is the corporate seal of said company, and was affixed to the said instrument by authority of the board of directors of said company for the uses and purposes therein expressed, and that he, by like authority, did subscribe his name as president of said Cairo and Fulton Railroad Company of Missouri.

In witness whereof I have hereunto subscribed my name and affixed

the seal of my said office, at the city of Springfield, the thirtieth day of April, A. D. 1858.

[L. S.] GEO. W. LOWRY, *Clerk.*

28 UNITED STATES OF AMERICA,
Southern District of Illinois, ss :

I, George W. Lowry, clerk of the circuit court of the United States for the southern district of Illinois, do hereby certify that, on this seventh day of May, A. D. 1858, before me, at my office in the city of Springfield, in said State, came John Moore and John Wilson, trustees of the Cairo and Fulton Railroad Company of Missouri, who are to me personally known to be the same persons whose names are subscribed to the foregoing deed of trust as parties thereto, and acknowledged that they had signed and executed the same as such trustees as their act and deed, for the uses and purposes therein expressed.

In witness whereof I have hereunto subscribed my name and affixed the seal of my said office, at the city of Springfield, the seventh day of May, A. D. 1858.

[L. S.] GEO. W. LOWRY, *Clerk.*

UNITED STATES OF AMERICA,
Eastern District of Pennsylvania, ss :

I, Benjamin Patton, clerk of the circuit court of the United States for the eastern district of Pennsylvania, do hereby certify that, on the 14th day of May, A. D. 1858, before me, at my office in the city of Philadelphia, in said State, came Albert G. Waterman, trustee of the Cairo and Fulton Railroad Company of Missouri, who is to me personally known to be the same person whose name is subscribed to the foregoing deed of trust as a party thereto, and acknowledged that he had signed and executed the same as such trustee as his act and deed, for the uses & purposes therein expressed.

In witness whereof I have hereunto subscribed my name and affixed the seal of my office, at the city of Philadelphia, on the fourteenth day of May, A. D. 1858.

[L. S.] BENJ. PATTON.

29 *Lands belonging to the Cairo & Fulton R. R. Co. of Missouri.*

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
N. W. ¼ of N. W. ¼	9	22 N.	4 E.	40.00	
All of	9	23 "	5 "	640.00	
N. ½ of N. E. ¼	11	23 "	" "	80.00	
N. W. ¼	"	" "	" "	160.00	
N. W. ¼ of S. W. ¼	"	" "	" "	40.00	
N. E. ¼ " N. E. ¼	19	" "	" "	40.00	
W. ½ " N. E. ¼	"	" "	" "	80.00	
Lot 1 " N. W. ¼	"	" "	" "	80.00	
W. ½ " N. W. ¼	35	24 "	5 "	80.00	
W. ½ " S. E. ¼	"	" "	" "	80.00	
S. E. ¼ " S. W. ¼	"	" "	" "	40.00	
W. ½ " S. W. ¼	"	" "	" "	80.00	
N. E. ¼ " N. E. ¼	9	24 "	6 "	40.00	
S. ½ " S. W. ¼	"	" "	" "	80.00	
Lots 6 & 8 " S. E. ¼	11	" "	" "	59.85	
Lot 8 or S. W ¼ of N. W. ¼	13	" "	" "	40.00	
All of	19	" "	" "	692.70	
Lot 2 of N. W. ¼	31	" "	" "	97.50	
N. E. ¼ " N. W. ¼	35	25 "	6 "	40.00	
W. ½ " N. W. ¼	"	" "	" "	80.00	
S. E. ¼ " S. W. ¼	"	" "	" "	40.00	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
W. ¼ of S. W. ¼	35	25 N.	6 E.	80. 00	
W. ½ lot 1 of N. E. ¼	3	25 "	7 "	40. 00	
Lot 2 of N. E. ¼	"	" "	" "	80. 60	
W. ½	"	" "	" "	320. 94	
S. W. ¼ " S. E. ¼	"	" "	" "	40. 00	
W. ½ and N. E. ¼	17	" "	" "	469. 20	
N. E. ¼ of S. E. ¼	"	" "	" "	39. 06	
W. ½ " S. E. ¼	"	" "	" "	78. 12	
N. ½	1	21 "	8 "	225. 00	East of St. Francis River.
N. E. ¼ of S. E. ¼	"	" "	" "	40. 00	" " " " "
W. ½ " S. E. ¼	"	" "	" "	80. 00	" " " " "
Lots 3, 4, & 5 of S. W. ¼	"	" "	" "	100. 30	" " " " "
Fractional section	25	" "	" "	22. 75	" " " " "
N. E. ¼	1	26 "	8 "	155. 26	
W. ½ lot 1 of N. W. ¼	"	" "	" "	40. 81	
Lot 2 of N. W. ¼	"	" "	" "	63. 18	
N. W. ¼ " S. W. ¼	"	" "	" "	40. 00	
All of	11	" "	" "	640. 00	
				5, 165. 27	
30 2 Bro't from page 1				5, 165. 27	
S. E. ¼ of N. E. ¼	13	26 N.	8 E.	40. 82	
W. ½ " N. E. ¼	"	" "	" "	81. 64	
S. ½ "	"	" "	" "	325. 90	
N. E. ¼ " N. W. ¼	"	" "	" "	40. 81	
N. E. ¼	15	" "	" "	160. 00	
N. ½ of N. W. ¼	"	" "	" "	80. 00	
S. W. ¼ " N. E. ¼	23	" "	" "	40. 00	
N. ½ " N. W. ¼	"	" "	" "	80. 00	
Lot 1, 12, 17, & 18 of S. E. ¼	31	" "	" "	108. 45	
Lot 9 of N. W. ¼	"	" "	" "	22. 00	
N. ½	3	20 "	9 "	318 58	
W. ½ lot 1 N. W. ¼	1	21 "	" "	40. 00	
All of	3	" "	" "	652. 36	
E. ½ lot 1 of N. E. ¼	5	" "	" "	40. 00	
Lot 2 " N. E. ¼	"	" "	" "	86. 22	
N. W. ¼	"	" "	" "	164. 76	
S. E. ¼ of S. E. ¼	"	" "	" "	40. 00	
W. ½ " S. E. ¼	"	" "	" "	80. 00	
N. W. ¼ " S. W. ¼	"	" "	" "	40. 00	
E. ½ " S. W. ¼	"	" "	" "	80. 00	
All of	9	" "	" "	640. 00	
All of	17	" "	" "	640 00	
E. ½ lot 1 of N. E. ¼	3	22 "	9 "	39. 88	
E. ½ lot 2 of N. E. ¼	"	" "	" "	43. 18	
E. ½ of S. W. ¼	"	" "	" "	80. 00	
S. W. ¼ " N. E. ¼	11	" "	" "	40. 00	
N. W. ¼	"	" "	" "	160. 00	
S. E. ¼ of S. E. ¼	"	" "	" "	40. 00	
W. ½ " S. E. ¼	"	" "	" "	80. 00	
S. ½ " S. W. ¼	"	" "	" "	80. 00	
S. E. ¼ " N. W. ¼	13	" "	" "	40. 00	
W. ½ " N. W. ¼	"	" "	" "	80. 00	
W. ½ " S. E. ¼	"	" "	" "	80. 00	
S. W. ¼	"	" "	" "	160. 00	
E. ½	15	" "	" "	320. 00	
S. E. ¼ of N. W. ¼	"	" "	" "	40. 00	
E. ½ " S. W. ¼	"	" "	" "	80. 00	
S. E. ¼ " S. E. ¼	21	" "	" "	40. 00	
				10, 369. 87	
3 Bro't from page 2				10, 369. 87	
All of	23	22 N.	9 E.	640. 00	
W. ½ and S. E. ¼	27	" "	" "	480. 00	
N. W. ¼ of N. E. ¼	"	" "	" "	40. 00	
E. ½ of N. E. ¼	"	" "	" "	80. 00	
E. ½	31	" "	" "	320. 00	
E. ½ and S. W. ¼	33	" "	" "	480. 00	
E. ½ of N. W. ¼	"	" "	" "	80. 00	
W. ½ " N. W. ¼	35	" "	" "	80. 00	
N. E. ¼ " S. W. ¼	"	" "	" "	40. 00	
31 S. W. ¼ " S. E. ¼	"	23 "	9 "	40. 00	
S. E. ¼ " S. W. ¼	"	" "	" "	40. 00	
S. W. ¼ " S. E. ¼	1	25 "	9 "	40. 00	
E. ½ lot 1 " N. E. ¼	1	26 "	9 "	40. 00	
Lot 2 " N. E. ¼	"	" "	" "	84. 08	
E. ½	3	" "	" "	322. 11	
Lot 1 of N. W. ¼	"	" "	" "	80. 00	
E. ½ lot 2 N. W. ¼	"	" "	" "	41. 79	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
N. ½ of S. W. ¼	"	" "	" "	80. 00	
W. ½	5	" "	" "	317. 10	
N. ½ of S. E. ¼	"	" "	" "	37. 80	
N. ½ " N. E. ¼	7	" "	" "	80. 00	
N. ½ lot 2 S. W. ¼	"	" "	" "	50. 81	
S. E. ¼ of N. E. ¼	9	" "	" "	40. 00	
N. E. ¼ " S. E. ¼	"	" "	" "	40. 00	
N. W. ¼ " S. W. ¼	11	" "	" "	40. 00	
N. W. ¼ " N. W. ¼	17	" "	" "	40. 00	
S. ½ " S. W. ¼	"	" "	" "	80. 00	
S. ½ lot 2 N. W. ¼	19	" "	" "	49. 00	
Lot 2 S. W. ¼	"	" "	" "	96. 16	
W. ½	25	27 "	9 "	320. 00	
S. ½ of S. E. ¼	"	" "	" "	80. 00	
W. ½ " N. E. ¼	27	" "	" "	80. 00	
S. W. fr'l ¼	33	" "	" "	35. 60	
N. E. ¼ of N. E. ¼	35	" "	" "	40. 00	
W. ½ N. E. ¼	"	" "	" "	80. 00	
W. ½	"	" "	" "	320. 00	
W. ½ of S. E. ¼	"	" "	" "	80. 00	
S. E. ¼ " S. E. ¼	"	" "	" "	40. 00	
				15, 324. 32	
4 Bro't from page 3				15, 324. 32	
E. ½ lot 2 of N. E. ¼	3	21 N.	10 E.	29. 50	
N. W. ¼ of S. E. ¼	"	" "	" "	40. 00	
E. ½ " S. W. ¼	"	" "	" "	80. 00	
Lot 1 N. E. ¼	5	" "	" "	80. 00	
E. ½ lot 2 of N. E. ¼	"	" "	" "	36. 64	
W. ½ of S. W. ¼	"	" "	" "	80. 00	
E. ½ " N. E. ¼	9	" "	" "	80. 00	
W. ½ " S. E. ¼	"	" "	" "	80. 00	
S. E. ¼ S. W. ¼	"	" "	" "	40. 00	
W. ½ of S. W. ¼	"	" "	" "	80. 00	
E. ½ and N. W. ¼	17	" "	" "	480. 00	
E. ½ of S. W. ¼	"	" "	" "	80. 00	
N. E. ¼	5	25 "	10 "	167. 86	
N. ½ of S. W. ¼	1	26 "	" "	80. 00	
Lot 2 " N. E. ¼	3	" "	" "	68. 12	
Lot 1 " N. E ¼	5	" "	" "	80. 00	
W. ½ lot 2 of N. E. ¼	"	" "	" "	33. 81	
N. W. ¼	"	" "	" "	148. 46	
S. E. ¼	"	" "	" "	160. 00	
E. ½ of S. W. ¼	"	" "	" "	80. 00	
N. W. ¼ of S. W. ¼	"	" "	" "	40. 00	
32 N. E. ¼ " N. E. ¼	7	" "	" "	40. 00	
N. ½ lot 2 S. W. ¼	"	" "	" "	57. 21	
S. E. ¼ of S. E. ¼	17	" "	" "	40. 00	
S. W. ¼ " S. W. ¼	"	" "	" "	40. 00	
E. ½	19	" "	" "	320. 00	
S. ½ lot 2 of S. W. ¼	"	" "	" "	56. 14	
S. E. ¼ " N. E. ¼	21	" "	" "	40. 00	
N. E. ¼ " N. W. ¼	"	" "	" "	40. 00	
S. ½ " S. E. ¼	"	" "	" "	80. 00	
S. W. ¼	"	" "	" "	160. 00	
S. ½ " S. W. ¼	23	" "	" "	80. 00	
S. W. ¼ " N. E. ¼	25	" "	" "	40. 00	
S. E. ¼ " N. W. ¼	"	" "	" "	40. 00	
S. E. ¼ of S. W. ¼	"	" "	" "	40. 00	
W. ½ " S. W. ¼	"	" "	" "	80. 00	
E. ½ " N. E. ¼	27	" "	" "	80. 00	
S. W. ¼ " N. E. ¼	"	" "	" "	40. 00	
				18, 642. 06	
5 Bro't from page 4				18, 642. 06	
S. ½ of N. W. ¼	27	26 N.	10 E.	80. 00	
N. ½ " S. E. ¼	"	" "	" "	80. 00	
N. W. ¼ " N. E. ¼	29	" "	" "	40. 00	
W. ½ " N. W. ¼	"	" "	" "	80. 00	
N. ½ lot 1 of N. W. ¼	31	" "	" "	40. 00	
Lot 2 of N. W. ¼	"	" "	" "	110. 27	
N. E. ¼ " S. E. ¼	"	" "	" "	40. 00	
W. ½ " S. E. ¼	"	" "	" "	80. 00	
S. ½ lot 1 of S. W. ¼	"	" "	" "	40. 00	
Lot 2 of S. W. ¼	"	" "	" "	109. 52	
N. E. ¼	33	" "	" "	160. 00	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
S. E. ¼ of N. W. ¼	35	" "	" "	40. 00	
W. ½ " N. W. ¼	"	" "	" "	80. 00	
E. ½ " N. E. ¼	11	27 "	10 "	80. 00	
N. W. ¼ " N. E. ¼	"	" "	" "	40. 00	
E. ½ and S. W. ¼ of S. E. ¼	"	" "	" "	120. 00	
N. E. ¼ of S. W. ¼	"	" "	" "	40. 00	
S. E. ¼ " N. W. ¼	"	" "	" "	40. 00	
E. ½ " N. W. ¼	13	" "	" "	80. 00	
N. W. ¼ " N. W. ¼	"	" "	" "	40. 00	
S. W. ¼ " S. W. ¼	"	" "	" "	40. 00	
E. ½ " N. W. ¼	15	" "	" "	80. 00	
N. W. ¼ " N. W. ¼	"	" "	" "	40. 00	
Lots 9, 12, & 11 of sec	21	" "	" "	130. 05	
Lot 8 of section	25	" "	" "	39. 65	
S. W. ¼ of N. W. ¼	27	" "	" "	40. 00	
N. ½ " S. W. ¼	"	" "	" "	80. 00	
W. ½ " N. E. ¼	31	" "	" "	80. 00	
Lot 1 of N. W. ¼	"	" "	" "	80. 00	
N. ½ lot 2 of N. W. ¼	"	" "	" "	40. 00	
N. ½ S. E. ¼	"	" "	" "	80. 00	
S. W. ¼	"	" "	" "	206. 76	
N. ½ of N. W. ¼	33	" "	" "	80. 00	
33 W. ½ " S. E. ¼	29	" "	" "	80. 00	
S. E. ¼ " S. E. ¼	3	26 "	11 "	40. 00	
W. ½ " S. E. ¼	"	" "	" "	80. 00	
S. W. ¼	"	" "	" "	160. 00	
All of	5	" "	" "	632. 86	
				22, 071. 17	
6 Bro't from page 5				22, 071. 17	
N. E. ¼ of N. E. ¼	7	26 N.	11 E.	40. 00	
S. W. ¼ " N. E. ¼	"	" "	" "	40. 00	
W. ½	"	" "	" "	114. 74	
S. W. ¼ of S. E. ¼	"	" "	" "	40. 00	
N. E. ¼ of N. E. ¼	9	" "	" "	40. 00	
W. ½ " N. E. ¼	"	" "	" "	80. 00	
S. E. ¼ " N. W. ¼	"	" "	" "	40. 00	
W. ½ " N. W. ¼	"	" "	" "	80. 00	
S. W. ¼ " S. E. ¼	"	" "	" "	40. 00	
S. W. ¼	"	" "	" "	160. 00	
S. W. ¼ of S. E. ¼	11	" "	" "	40. 00	
S. E. ¼ " S. W. ¼	"	" "	" "	40. 00	
N. E. ¼ " S. W. ¼	"	" "	" "	40. 00	
N. ½	15	" "	" "	320. 00	
N. E. ¼ of S. E. ¼	"	" "	" "	40. 00	
W. ½ " S. E. ¼	"	" "	" "	80. 00	
E. ½ " S. W. ¼	"	" "	" "	80. 00	
N. W. ¼ " S. W. ¼	"	" "	" "	40. 00	
N. ½ " N. E. ¼	17	" "	" "	80. 00	
N. E. ¼ " N. W. ¼	"	" "	" "	40. 00	
E. ½ " N. E. ¼	7	27 "	11 "	80. 00	
S. W. ¼ " N. E. ¼	"	" "	" "	40. 00	
S. ½	"	" "	" "	211. 40	
E. ½ of N. E. ¼	9	" "	" "	80. 00	
S. W. ¼ of N. E. ¼	"	" "	" "	40. 00	
S. E. ¼	"	" "	" "	160. 00	
S. ½ of S. W. ¼	"	" "	" "	80. 00	
All of	11	" "	" "	640. 00	
N. ½	13	" "	" "	320. 00	
N. W. ¼ of N. W. ¼	15	" "	" "	40. 00	
E. ½ " N. E. ¼	17	" "	" "	80. 00	
N. W. ¼ of N. E. ¼	"	" "	" "	40. 00	
N. W. ¼	"	" "	" "	160. 00	
E. ½ of S. E. ¼	"	" "	" "	80. 00	
N. W. ¼ " S. E. ¼	"	" "	" "	40. 00	
N. E. ¼ " S. W. ¼	"	" "	" "	40. 00	
N. E. ¼	19	" "	" "	160. 00	
N. W. ¼	"	" "	" "	52. 85	
				25, 890. 16	
7 Bro't from page 6				25, 890. 16	
N. ½ of S. E. ¼	19	27 N.	11 E.	80. 00	
W. ½ " N. W. ¼	21	" "	" "	80. 00	
N. W. ¼ " S. W. ¼	"	" "	" "	40. 00	
34 N. E. ¼ " N. E. ¼	31	" "	" "	40. 00	
W. ½	"	" "	" "	106. 46	
Lots 1, 2, 5, and 6 of N. E. ¼	1	27 "	13 "	248. 97	
W. ½ lots 3 & 4 N. E. ¼	"	" "	" "	80. 00	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
Lots 1, 2, 5, & 6 of N. W. ¼	"	" "	" "	376. 21	
W. ½ lot 3 " N. W. ¼	"	" "	" "	40. 00	
E. ½ lot 4, " N. W. ¼	"	" "	" "	40. 00	
W. ½ S. E. ¼	"	" "	" "	80. 00	
S. W. ¼	"	" "	" "	160. 00	
W. ½ lot 6 of N. E. ¼	3	" "	" "	65. 50	
Lots 1 & 2 of N. W. ¼	"	" "	" "	160. 00	
E. ½ lot 3 of N. W. ¼	"	" "	" "	40. 00	
E. ½ lot 6 of N. W. ¼	"	" "	" "	69. 28	
S. W. ¼	"	" "	" "	160. 00	
N. E. ¼ of N. E. ¼	11	" "	" "	40. 00	
S. E. ¼	15	" "	" "	160. 00	
N. E ¼ of S. W. ¼	"	" "	" "	40. 00	
S. W. ¼ of S. W. ¼	"	" "	" "	40. 00	
N. W. ¼	27	" "	" "	160. 00	
N. ½ of S. W. ¼	"	" "	" "	80. 00	
N. E. ¼ " N. E. ¼	11	28 "	" "	40. 00	
W. ½ of S. E. ¼	"	" "	" "	80. 00	
S. E. ¼ of S. W. ¼	"	" "	" "	40. 00	
S. W. ¼ " S. W. ¼	15	" "	" "	40. 00	
W. ½ " N. E. ¼	17	" "	" "	80. 00	
E. ½ " N. W. ¼	"	" "	" "	80. 00	
N. W. ¼ " N. W. ¼	"	" "	" "	40. 00	
S. E. ¼ " S. E. ¼	"	" "	" "	40. 00	
W. ½ " S. E. ¼	"	" "	" "	80. 00	
S. W. ¼ " N. W. ¼	21	" "	" "	40. 00	
S. E. ¼ " S. E. ¼	"	" "	" "	40. 00	
W. ½ " S. E. ¼	"	" "	" "	80. 00	
S. W. ¼	"	" "	" "	160. 00	
N. E. ¼ " N. E. ¼	29	" "	" "	40. 00	
S. ½ " N. W. ¼	"	" "	" "	80. 00	
				29, 336. 58	
8 Bro't from page 7				29, 336. 58	
S. ½ lot 2 N. W. ¼	31	28 N.	13 E.	39. 36	
Lot 1 S. W. ¼	"	" "	" "	80. 00	
N. ½ lot 2 S. W. ¼	"	" "	" "	39. 85	
N. E. N. W. ¼	35	" "	" "	40. 00	
Fr'l N. W. ¼ of survey No. 2988	5	23 "	14 "	3. 97	
Lot 2 of N. W. ¼	3	24 "	" "	84. 40	
E. fr'l ½	25	" "	" "	55. 00	
S. E. ¼	13	25 "	" "	160. 00	
S. ½ of S. W. ¼	"	" "	" "	80. 00	
Lot 1 N. E. ¼	1	27 "	" "	79. 75	
E. ½ lots 2 & 3 of N. E. ¼	"	" "	" "	79. 75	
Lots 6 & 7 N. W. ¼	"	" "	" "	126. 61	
35 Lots 1, 2, & 3 of N. E. ¼	3	" "	" "	241. 20	
W. ½ lot 4 of N. E. ¼	"	" "	" "	40. 20	
W. ½ and S. E. ¼	"	" "	" "	853. 41	
W. ½ lots 1 & 2 of N. E. ¼	5	" "	" "	80. 05	
Lots 3, 4, 5, & 6 of N. E. ¼	"	" "	" "	356. 47	
Lots 1, 2, & 3 " N W. ¼	"	" "	" "	242. 16	
E. ½ lots 4 & 5 " N. W. ¼	"	" "	" "	81. 22	
S. ½	"	" "	" "	320. 00	
W. ½ of S. E. ¼	7	" "	" "	80. 00	
S. W. ¼	"	" "	" "	187. 00	
S. W. ¼ of N. W. ¼	9	" "	" "	40. 00	
N. W. ¼ " S. W. ¼	"	" "	" "	40. 00	
W. ½ " N. W. ¼	11	" "	" "	80. 00	
N. E. ¼	15	" "	" "	160. 00	
S. E. ¼ of N. E. ¼	17	" "	" "	40. 00	
S. ½	"	" "	" "	320. 00	
Lot 1 " N. W. ¼	5	28 "	" "	78. 26	
W. ½ lot 2 of N. W. ¼	"	" "	" "	39. 66	
W. ½ of S. E. ¼	"	" "	" "	80. 00	
E. ½ " S. W. ¼	"	" "	" "	80. 00	
E. ½ " S. E. ¼	7	" "	" "	61. 28	
E. ½ " N. E. ¼	9	" "	" "	80. 00	
S. W. ¼ " N. E. ¼	"	" "	" "	40. 00	
S. E ¼	"	" "	" "	160. 00	
E. ½ of S. W. ¼	"	" "	" "	80. 00	
S. W. ¼ of S. W. ¼	"	" "	" "	40. 00	
				34, 106. 18	
9 Bro't from page 8				34, 106. 18	
S. E. ¼ of N. W. ¼	15	28 N.	14 E.	40. 00	
W. ½ " N. W. ¼	"	" "	" "	80. 00	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
E. ½ " S. W. ¼	"	" "	" "	80. 00	
N. W. ¼ " S. W. ¼	"	" "	" "	40. 00	
W. ½ " N. E. ¼	19	" "	" "	80. 00	
S. ½ lots 1 & 2 N. W. ¼	"	" "	" "	80. 44	
N. W. ¼ of S. E. ¼	"	" "	" "	40. 00	
S. ½ lot 1 " S. W. ¼	"	" "	" "	40. 00	
N. ½ lot 2 of S. W. ¼	"	" "	" "	40. 12	
E. ½ of N. E. ¼	21	" "	" "	80. 00	
E. ½ of S. E. ¼	"	" "	" "	80. 00	
W. ½ and N. E. ¼	27	" "	" "	480. 00	
W. ½ of S. E. ¼	"	" "	" "	80. 00	
S. E. ¼ " S. W. ¼	29	" "	" "	40. 00	
All of	31	" "	" "	640. 58	
E. ½	33	" "	" "	320. 00	
E. ½ of N. W. ¼	"	" "	" "	80. 00	
W. ½ of N. E. ¼	35	" "	" "	80. 00	
W. ½ " N. W. ¼	"	" "	" "	80. 00	
W. ½	3	24 "	15 "	311. 05	
All of	5	" "	" "	617. 41	
All of	9	" "	" "	640. 00	
E. ½ N. E. ¼	15	" "	" "	80. 00	
36 N. W. ¼ of N. E. ¼	"	" "	" "	40. 00	
N. W. ¼	"	" "	" "	160. 00	
N. E. ¼ of S. W. ¼	"	" "	" "	40. 00	
W. ½ of S. W. ¼	"	" "	" "	80. 00	
E. ½	23	" "	" "	320. 00	
E. ½ of N. W. ¼	"	" "	" "	80. 00	
E. ½ " S. W. ¼	"	" "	" "	80. 00	
N. W. ¼ " S. W. ¼	"	" "	" "	40. 00	
S. E. ¼ " N. E. ¼	27	" "	" "	40. 00	Estimated.
W. fr'l ½	15	25 "	" "	51. 00	
W. fr'l ½	27	" "	" "	39. 00	
Lots 1 & 7 of N. E. ¼	5	27 "	" "	127. 55	
W. ½ lot 2 of N. E. ¼	"	" "	" "	40. 00	
Lot 7 of N. W. ¼	"	" "	" "	42. 35	
E. ½ lot 1 of N. W. ¼	"	" "	" "	39. 36	
				39, 455. 04	
10 Bro't from page 9				39, 455. 04	
W. ½ lots 4 & 5 of N. W. ¼	5	27 N.	15 E.	76. 57	
S. E. ¼	"	" "	" "	160. 00	
E. ½ of S. W. ¼	"	" "	" "	80. 00	
E. ½ " N. E. ¼	7	" "	" "	80. 00	
N. ½ " lot 2 N. W. ¼	"	" "	" "	34. 37	
S. W. ¼ " N. E. ¼	19	28 N.	" "	40. 00	
E. ½ " S. W. ¼	29	" "	" "	80. 00	
Lot 2 of N. W. ¼	1	24 N.	16 E.	80. 37	
S. fr'l ½	3	" "	" "	123. 35	
W. ½ and N. E. ¼	5	" "	" "	484. 04	
All of	7	" "	" "	654. 48	
S. E. ¼	9	" "	" "	160. 00	
N. W. ¼	15	" "	" "	160. 00	
N. W. ¼ of S. E. ¼	"	" "	" "	40. 00	
Fr'l section	17	" "	" "	242. 60	
W. ½ and S. E. ¼	19	" "	" "	483. 02	
W. ½ of N. W. ¼	9	25 N.	" "	80. 00	
N. ½ " N. E. ¼	35	26 N.	16 E.	80. 00	
S. E. fr'l ¼	1	25 N.	17 E.	13. 27	
S. ½ of N. E. ¼	23	" "	" "	80. 00	
S. W. ¼ " N. W. ¼	27	26 N.	" "	40. 00	
N. W. fr'l ½ N. St. Francis River	28	22 N.	8 E.	3. 50	
Lot 4 of sec	34	" "	" "	1. 20	
S. W. ¼ " N. E. ¼	12	23 N.	" "	13. 10	West of river.
Lot 5 S. W. ¼	24	" "	" "	. 08	
Lots 1, 11, 12, 13, 14, 15, & 16	34	" "	" "	127. 92	
S. W. ¼	6	" "	9 E.	22. 10	West of river.
S. E. ¼ of N. W. ¼	14	" "	" "	40. 00	
N. E. ¼ " S. W. ¼	"	" "	" "	40. 00	
S. E. ¼ " N. E. ¼	22	" "	" "	40. 00	
W. ½ " N. E. ¼	26	" "	" "	80. 00	
W. ½ " S. E. ¼	"	" "	" "	80. 00	
W. ½	"	" "	" "	320. 00	
E. ½	34	" "	" "	320. 00	
All of	24	24 N.	" "	655. 04	
37 N. W. ¼ of N. E. ¼	36	" "	" "	40. 73	
N. W. ¼	"	" "	" "	163. 05	
N. W. ¼ of S. W. ¼	"	" "	" "	40. 79	
				44, 714. 62	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
11 Bro't from page 10				44,714.62	
E. ½ of S. E. ¼	12	25 N.	9 E.	80.00	
E. ½ " S. W. ¼	"	" "	" "	80.00	
E. ½	36	" "	" "	320.00	
W. ½ " N. E. ¼	4	24 "	10 "	78.23	
Lot 2 " N. W. ¼	"	" "	" "	75.29	
N. E. ¼ " S. W. ¼	"	" "	" "	40.00	
S. W. ¼ " S. W. ¼	"	" "	" "	40.00	
Lot 1 " N. W. ¼	6	" "	" "	79.23	
W. ½ lot 2 of N. W. ¼	"	" "	" "	37.29	
E. ½ of S. E. ¼	8	" "	" "	80.00	
E. ½ " N. E. ¼	18	" "	" "	80.00	
N. ½ lots 1 & 2 N. W. ¼	"	" "	" "	80.49	
S. ½ lot 1 of S. W. ¼	"	" "	" "	40.00	
N. W. ¼ of S. E. ¼	"	" "	" "	40.00	
S. ½ lot 2 of N. W. ¼	30	" "	" "	40.32	
Lot 1 of S. W. ¼	"	" "	" "	80.00	
E. ½	2	25 "	" "	336.35	
Lot 1 of N. W. ¼	"	" "	" "	83.42	
W. ½ lot 2 " N. W. ¼	"	" "	" "	40.80	
S. E. ¼ " S. W. ¼	"	" "	" "	41.93	
W. ½ " S. W. ¼	"	" "	" "	83.86	
Lot 1 " N. E. ¼	4	" "	" "	82.25	
S. ½	"	" "	" "	320.00	
S. E. ¼ of N. E. ¼	8	" "	" "	40.00	
N. W. ¼ " N. E. ¼	"	" "	" "	40.00	
S. E. ¼	"	" "	" "	160.00	
All of	10	" "	" "	640.00	
N. E. ¼ of N. W. ¼	12	" "	" "	40.00	
W. ½ of N. W. ¼	"	" "	" "	80.00	
N. W. ¼ of S. W. ¼	"	" "	" "	40.00	
S. W. ¼ " S. W. ¼	14	" "	" "	40.00	
N. ½	22	" "	" "	320.00	
N. ½ of S. E. ¼	"	" "	" "	80.00	
N. ½ " S. W. ¼	"	" "	" "	80.00	
E. ½ " S. W. ¼	28	" "	" "	80.00	
S. W. ¼ " S. W. ¼	"	" "	" "	40.00	
N. W. ¼ " N. E. ¼	30	" "	" "	40.00	
S. E. ¼ " N. E. ¼	"	" "	" "	40.00	
				48,734.08	
12 Bro't from page 11				48,734.08	
S. ½ lot 2 of N. W. ¼	30	25 N.	10 E.	40.55	
N. E. ¼ of S E. ¼	"	" "	" "	40.00	
S. W. ¼ " S. E. ¼	"	" "	" "	40.00	
38 S. ½ lots 1 & 2 of S. W. ¼	"	" "	" "	80.14	
E. ½	32	" "	" "	320.00	
N. E. ¼ of N. W. ¼	"	" "	" "	40.00	
E. ½ " S. W. ¼	"	" "	" "	80.00	
N. W. ¼ " S. W. ¼	"	" "	" "	40.00	
S. E. ¼ " N. W. ¼	34	" "	" "	40.00	
W. ½ " N. W. ¼	"	" "	" "	80.00	
N. ½ " S. W. ¼	"	" "	" "	80.00	
E. ½ " S. E. ¼	14	26 "	11 "	80.00	
S. W. ¼ " S. E. ¼	"	" "	" "	40.00	
N. E. ¼ " S. W. ¼	"	" "	" "	40.00	
S. W. ¼ " S. W. ¼	"	" "	" "	40.00	
E. ½ " N. E. ¼	22	" "	" "	80.00	
N. E. ¼ " S. E. ¼	"	" "	" "	40.00	
N. W. ¼ " S. E. ¼	28	" "	" "	40.00	
S. E. ¼ " S. W. ¼	"	" "	" "	40.00	
S. E. ¼ " N. E. ¼	30	" "	" "	40.00	
E. ½ " S. E. ¼	"	" "	" "	80.00	
S. ½ " N. E. ¼	32	" "	" "	80.00	
W. ½ " N. W. ¼	"	" "	" "	80.00	
N. W. ¼ " S. E. ¼	"	" "	" "	40.00	
N. ½ " S. W. ¼	"	" "	" "	80.00	
S. E. ¼ " N. W. ¼	2	26 "	13 "	15.24	
E. ½ " S. W. ¼	"	" "	" "	21.92	
S. E. fr'l ¼ bet. survey 46 & 1093	26	27 "	" "	7.64	
W. ½ lots 1 & 2 of N. E. ¼	2	25 "	14 "	82.14	
W. ½ and S. E. ¼	"	" "	" "	481.71	
E. ½ of S. E. ¼	8	" "	" "	46.85	
S. E. ¼	10	" "	" "	160.00	
W. ½ and S. E. ¼	12	" "	" "	480.00	
E. ½ of N. E. ¼	4	26 "	" "	85.77	
N. W. ¼	"	" "	" "	172.43	
N. ½ of S. E. ¼	"	" "	" "	80.00	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
N. E. ¼ of S. W. ¼	"	" "	" "	40. 00	
Parts of section not covered by claim	32	" "	" "	21. 95	
				52, 110. 42	
13 Bro't from page 12				52, 110. 42	
S. W. ¼ of S. E. ¼	12	27 N.	14 E.	40. 00	
E. ½ of N. E. ¼	20	" "	" "	80. 00	
N. W. ¼ " N. E. ¼	"	" "	" "	40. 00	
E. ½ " S. E. ¼	"	" "	" "	80. 00	
S. W. ¼	"	" "	" "	160. 00	
W. ½ of N. W. ¼	22	" "	" "	80. 00	
W. ½ " S. E. ¼	"	" "	" "	80. 00	
S. W. ¼	"	" "	" "	160. 00	
E. ½ S. W. ¼	26	" "	" "	80. 00	
N. E. ¼ N. E. ¼	28	" "	" "	40. 00	
W. ½ N. E ¼	"	" "	" "	80. 00	
N. W. ¼	"	" "	" "	160. 00	
S. E. ¼ of S. E. ¼	"	" "	" "	40. 00	
E. ½ of S. W. ¼	"	" "	" "	80. 00	
N. W. ¼ of S. W. ¼	"	" "	" "	40. 00	
39 N. ½ lot 1 of N. W. ¼	30	" "	" "	40. 00	
W. ½ of N. E. ¼	34	" "	" "	80. 00	
N. W. ¼	"	" "	" "	160. 00	
N. W. fr'l ¼	10	25 "	15 "	43. 00	Estimated.
N. E. ¼ of S. W. ¼	2	26 "	" "	40. 00	
N. W. ¼	8	" "	" "	160. 00	
E. ½ of S. W. ¼	12	" "	" "	80. 00	
E. ½	18	" "	" "	320. 00	
N. ½ lots 1 & 2 N. W. ¼	"	" "	" "	82. 52	
Lot 2 of S. W. ¼	"	" "	" "	83. 52	
E. ½ " S. W. ¼	8	27 "	" "	80. 00	
N. E. ¼ of S. W. ¼	10	" "	" "	40. 00	
S. ½ lots 1 & 2 of N. W. ¼	18	" "	" "	73. 05	
S. W. ¼	"	" "	" "	144. 72	
W. ½ of N. E. ¼	20	" "	" "	80. 00	
N. E. ¼ of N. E. ¼	"	" "	" "	40. 00	
W. ½ " S. W. ¼	"	" "	" "	80. 00	
E. ½	22	27 "	" "	320. 00	
S. E. ¼ " S. W. ¼	"	" "	" "	40. 00	
S. E. ¼ " N. W. ¼	28	" "	" "	40. 00	
S. E. ¼ " N. E. ¼	32	" "	" "	40. 00	
S. E. ¼ " S. E. ¼	10	26 "	16 "	37. 50	
N. W. ¼ " S. E. ¼	"	" "	" "	37. 50	
				55, 492. 23	
14 Bro't from page 13				55, 492. 23	
Fr'l of S. E. ¼, formerly covered by claim	22	27 N.	16 E.	20. 00	Estimated.
N. W. fr'l ¼	24	" "	" "	29. 18	
Fr'l section	28	" "	" "	25. 91	North of lake,
S. E. ¼ of S. E. ¼	24	28 N.	" "	28. 40	
S. fr'l ½	26	" "	" "	9. 34	
S. W. ¼ of N. E. ¼	4	27 "	17 "	40. 00	
W. ½ lot 2 of N. E. ¼	5	26 "	13 "	39. 39	Scott County.
W. ½ lot 1 of N. W. ¼	"	" "	" "	40. 00	
" 2 " N. W. ¼	"	" "	" "	73. 54	
S. ½	"	" "	" "	320. 00	
E. ½	7	" "	" "	320. 00	
All of	9	" "	" "	640. 00	
N. W. ¼ of N. W. ¼, & S. ½ of N. W. ¼	11	" "	" "	120. 00	
S. W. ¼ " S. E. ¼	"	" "	" "	40. 00	
S. W. ¼	"	" "	" "	160. 00	
All of	15	" "	" "	640. 00	
All of	17	" "	" "	640. 00	
E. ½	19	" "	" "	320. 00	
All of	21	" "	" "	640. 00	
N. W. ¼	23	" "	" "	160. 00	
W. ½ N. E. ¼	"	" "	" "	80. 00	
W. ½ S. E. ¼	"	" "	" "	80. 00	
S. W. ¼	"	" "	" "	160. 00	
N. ½	27	" "	" "	320. 00	
N. ½	29	" "	" "	320. 00	
E. ½ lot 3 of N. E. ¼	1	27 "	" "	40. 00	
E. ½ lot 3 " N. W. ¼	"	" "	" "	40. 00	
40 W. ½ lot 4 of N. W. ¼	"	" "	" "	40. 00	
E. ½ of S. E. ¼	"	" "	" "	80. 00	
Lots 1 & 2 of N. E. ¼	2	" "	" "	160. 00	
E. ½ lot 3 " N. E. ¼	"	" "	" "	40. 00	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
Lots 4 & 5 " N. E. ¼	"	" "	" "	160. 00	
W. ½ lot 6 " N. E. ¼	"	" "	" "	59. 06	
W. ½ lot 1 " N. W. ¼	"	" "	" "	40. 00	
Lots 2 & 3 of N. W. ¼	"	" "	" "	160. 00	
W. ½ lot 4 of N. W. ¼	"	" "	" "	40. 00	
W. ½ lot 5 " N. W. ¼	"	" "	" "	40. 00	
S. ½	"	" "	" "	320. 00	
				61, 977. 05	
15 Bro't from page 14				61, 977. 05	
Lots 2, 3, 4, & 5 of N. E. ¼	3	27 N.	13 E.	320. 00	
E ½ lot 6 of N. E. ¼	"	" "	" "	65. 50	
W. ½ lot 3 " N. W. ¼	"	" "	" "	40. 00	
Lots 4 & 5 " N. W. ¼	"	" "	" "	160. 00	
W. ½ lot 6 " N. W. ¼	"	" "	" "	69. 20	
E. ½ " S. E. ¼	"	" "	" "	80. 00	
E. ½ of S. E. ¼ and S. W. ¼ S. E. ¼	4	" "	" "	120. 00	
E. ½ " S. W. ¼ and S. W. ¼ S. W. ¼	"	" "	" "	120. 00	
Lot 1 of N. E. ¼	5	" "	" "	80. 00	
W. ½ lot 2 N. E. ¼	"	" "	" "	40. 40	
Lot 3 N. E. ¼	"	" "	" "	80. 00	
W. ½ lot 4 N. E. ¼	"	" "	" "	40. 00	
W. ½ lot 5 N. E. ¼	"	" "	" "	40. 00	
Lot 6 & W. ½ lot 7 of N. E. ¼	"	" "	" "	125. 05¼	
Lot 7, 3, 5, & 6 of N. W. ¼	"	" "	" "	320. 00	
W. ½ lot 4 " N. W. ¼	"	" "	" "	40. 00	
W. ½ of S. E. ¼ and S. E. ¼ of S. E. ¼	"	" "	" "	120. 00	
S. W. ¼	"	" "	" "	160. 00	
Lots 4, 5, 6, & 7 N. E. ¼	6	" "	" "	327. 92	
Lots 1, 2, & 3 N. W. ¼	"	" "	" "	321. 18	
N. E. ¼	7	" "	" "	160. 00	
Lots 1 & 2 & W. ½ lot 3 N. W. ¼	"	" "	" "	213. 55	
S. E. ¼	"	" "	" "	160. 00	
Lots 1 & 2 & W. ½ lot 3 S. W. ¼	"	" "	" "	214. 20	
All of	8	" "	" "	640. 00	
All of	9	" "	" "	640. 00	
W. ½ " N. W. ¼	10	" "	" "	80. 00	
E. ½ " S. E. ¼	"	" "	" "	80. 00	
W. ½ " S. W. ¼	"	" "	" "	80. 00	
W. ½ " N. W. ¼	11	" "	" "	80. 00	
W. ½ " S. W. ¼	"	" "	" "	80. 00	
N. E. ¼	12	" "	" "	160. 00	
N. ½ N. W. ¼ and S. E. ¼ N. W. ¼	"	" "	" "	120. 00	
S. E. ¼	"	" "	" "	160. 00	
E. ½ S. W. ¼ and S. W. ¼ S. W. ¼	"	" "	" "	120. 00	
W. ½ N. W. ¼	14	" "	" "	80. 00	
N. E. ¼	15	" "	" "	160. 00	
All of	17	" "	" "	640. 00	
				68, 513. 65¼	
41 16 Bro't from page 15				68, 513. 65¼	
E. ½ of	18	27 N.	13 E.	320. 00	
Lots 2 & 3 of N. W. ¼	"	" "	" "	135. 20	
S. ½ lot 1 of S. W. ¼	"	" "	" "	40. 00	
Lots 2 & 3 " S. W. ¼	"	" "	" "	135. 26	
All of	19	" "	" "	743. 05	
All of	20	" "	" "	640. 00	
N. ½	21	" "	" "	320. 00	
N. ¼ of S. E. ¼	"	" "	" "	80. 00	
S. E. ¼ " S. E. ¼	"	" "	" "	40. 00	
S. W. ¼	"	" "	" "	160. 00	
W. ½ " N. E. ¼	22	" "	" "	80. 00	
E. ½ " N. W. ¼	"	" "	" "	80. 00	
N. E. ¼ " S. W. ¼	"	" "	" "	42. 13	
N. W. ¼ " S. E. ¼	"	" "	" "	27. 40	
All of	28	" "	" "	640. 00	
All of	29	" "	" "	640. 00	
N. ½	30	" "	" "	368. 06	
S. E. ¼	"	" "	" "	160. 00	
Part W. of S. W. ¼	"	" "	" "	103. 96	
E. ½	31	" "	" "	320. 00	
All of	33	" "	" "	640. 00	
N. W. ¼ of N. E. ¼	25	28 "	" "	40. 00	
S. ½ of N. E. ¼	"	" "	" "	80. 00	
N. W. ¼ of S W. ¼	"	" "	" "	40. 00	
S. ½ of S. W. ¼	"	" "	" "	80. 00	
N. ½ " N. E. ¼	26	" "	" "	80. 00	
S. W. ¼	29	" "	" "	160. 00	

Lands belonging to the Cario & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
E. ½ " N. E. ¼	30	" "	" "	80. 00	
S. E. ¼	"	" "	" "	160. 00	
E. ½	31	" "	" "	320. 00	
N. W. ¼ of N. E. ¼	32	" "	" "	40. 00	
E. ½ S. E. ¼	"	" "	" "	80. 00	
W. ½ S. W. ¼	33	" "	" "	80. 00	
N. ½ N. E. ¼	35	" "	" "	80. 00	
S. W. ¼ S. E. ¼	"	" "	" "	40. 00	
S. E. ¼ N. W. ¼	"	" "	" "	40. 00	
All of	1	26 "	14 "	649. 33	
All of	3	" "	" "	661. 13	
				76, 951. 77¼	
17 Bro't from page 16				76, 951. 77¼	
E. ½	9	26 N.	14 E.	320. 00	
S. W. ¼ of N. W. ¼	"	" "	" "	40. 00	
N. ½ " S. W. ¼	"	" "	" "	80. 00	
S. E. ¼ " S. W. ¼	"	" "	" "	40. 00	
All of	11	" "	" "	640. 00	
All of	13	" "	" "	640. 00	
N. E. ¼	15	" "	" "	160. 00	
W. ½	"	" "	" "	320. 00	
E. ½ S. E. ¼	"	" "	" "	80. 00	
42 S. W. ¼ S. E. ¼	"	" "	" "	40. 00	
E. ½	21	" "	" "	320. 00	
All of	23	" "	" "	640. 00	
N. ½	27	" "	" "	320. 00	
W. ½ lot 3 N. E. ¼	1	27 "	" "	39. 87½	
Lots 4, 5, & 6 N. E. ¼	"	" "	" "	227. 70	
Lots 1, 2, 3, 4, & 5 of N. W. ¼	"	" "	" "	406. 10	
S. ½	"	" "	" "	320. 00	
Lots 1, 2, 3, 4, & 5 of N. E. ¼	2	" "	" "	404. 00	
E. ½ lots 1, 2, & 3 of N. W. ¼	"	" "	" "	121. 32	
E. ½ lots 5 & 6 " N. E. ¼	3	" "	" "	99. 71	
S. ½ of S. E. ¼	4	" "	" "	80. 00	
E. ½ lots 1 & 2 of N. E. ¼	5	" "	" "	80. 05	
W. ½ lots 4 & 5 of N. W. ¼	"	" "	" "	81. 22	
Lot 6 of N. W. ¼	"	" "	" "	116. 42	
E. ½ lots 4 & 5 of N. E. ¼	6	" "	" "	80. 00	
S. E. ¼	"	" "	" "	160. 00	
Lot 2 of S. W. ¼	"	" "	" "	107. 68	
N. E. ¼ & lots 1 & 2 of N. W. ½	7	" "	" "	346. 71	
E. ½ S. E. ¼	"	" "	" "	80. 00	
E. ½ N. E. ¼	8	" "	" "	80. 00	
S. W. ¼ N. E. ¼	"	" "	" "	40. 00	
S. ½ N. W. ¼ and N. W. ¼ N. W. ¼	"	" "	" "	120. 00	
S. ½	"	" "	" "	320. 00	
N. ½ N. W. ¼ and S. E. ¼ N. W. ¼	9	" "	" "	120. 00	
E. ½ of S. W. ¼	"	" "	" "	80. 00	
E. ½ S. W. ¼ and N. W. ¼ S. W. ¼	10	" "	" "	120. 00	
E. ½	11	" "	" "	320. 00	
E. ½ of N. W. ¼	"	" "	" "	80. 00	
				84, 672. 55¼	
18 Bro't from page 17				84, 672. 55¼	
N. ½ of N. E. ¼	12	27 N.	14 E.	80. 00	
N. ½ " N. W. ¼	"	" "	" "	80. 00	
S. E. ¼ " N. W. ¼	"	" "	" "	40. 00	
S. E. ¼ " S. E. ¼	"	" "	" "	40. 00	
E. ½ " S. W. ¼	"	" "	" "	80. 00	
E. ½ " N. W. ¼	13	" "	" "	80. 00	
W. ½ " S. E. ¼	"	" "	" "	80. 00	
S. W. ¼	"	" "	" "	160. 00	
All of	14	" "	" "	640. 00	
W. ½ N. W. ¼	15	" "	" "	80. 00	
S. E. ¼	"	" "	" "	160. 00	
N. W. ¼	17	" "	" "	160. 00	
E. ½ of N. E. ¼	18	" "	" "	80. 00	
Lot 2 of N. W. ¼	"	" "	" "	107. 73	
W. ½ " S. E. ¼	"	" "	" "	80. 00	
Lot 1 of S. W. ¼	"	" "	" "	80. 00	
E. ½	19	" "	" "	320. 00	
Lot 1 of N. W. ¼	"	" "	" "	79. 72	
Lot 1 " S. W. ¼	"	" "	" "	80. 00	
N. W. ¼ " S. E. ¼	20	" "	" "	40. 00	
N. E. ¼	21	" "	" "	160. 00	
W. ½ of N. W. ¼	"	" "	" "	80. 00	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
N. W. ¼	23	" "	" "	160. 00	
W. ½ of S. W. ¼	"	" "	" "	80. 00	
W. ½ " N. E. ¼	25	" "	" "	80. 00	
W. ½	"	" "	" "	320. 00	
S. W. ¼ of S. E. ¼	"	" "	" "	40. 00	
E. ½ " N. E. ¼	27	" "	" "	80. 00	
W. ½ " N. W. ¼	"	" "	" "	80. 00	
E. ½ " S. E. ¼	"	" "	" "	80. 00	
N. E. ¼ " N. W. ¼	29	" "	" "	40. 00	
S. W. ¼ " N. W. ¼	"	" "	" "	40. 00	
E. ½ " S. E. ¼	"	" "	" "	80. 00	
S. W. ¼ " S. E. ¼	"	" "	" "	40. 00	
S. E. ½ " S. W. ¼	"	" "	" "	40. 00	
W. ½ " S. W. ¼	"	" "	" "	80. 00	
E. ½ " N. E. ¼	31	" "	" "	80. 00	
W. ½ " N. E. ¼	33	" "	" "	80. 00	
				88, 860. 00¾	
19 Bro't from page 18				88, 860. 00¾	
N. W. ¼ of N. W. ¼	33	27 N.	14 E.	40. 00	
S. E. ¼ " N. W. ¼	"	" "	" "	40. 00	
S. E. ¼	"	" "	" "	160. 00	
N. E. ¼ " S. W. ¼	"	" "	" "	40. 00	
E. ½ " N. E. ¼	35	" "	" "	80. 00	
W. ½ " N. W. ¼	"	" "	" "	80. 00	
S. ½	"	" "	" "	320. 00	
N. ½ " N. E. ¼	14	28 "	" "	80. 00	
S. W. ¼ " N. E. ¼	"	" "	" "	40. 00	
N. ½ " N. W. ¼	"	" "	" "	80. 00	
S. E. ¼ " N. W. ¼	"	" "	" "	40. 00	
S. E. ¼	"	" "	" "	160. 00	
E. ½ of S. W. ¼	"	" "	" "	80. 00	
S. W. ¼ N. E. ¼	15	" "	" "	40. 00	
W. ½ S. E. ¼	"	" "	" "	80. 00	
S. W. ¼ S. W. ¼	"	" "	" "	40. 00	
E. ½ S. E. ¼	17	" "	" "	80. 00	
N. E. ¼ N. E. ¼	18	" "	" "	40. 00	W. of survey No. 3258.
E. ½ N. E. ¼	19	" "	" "	80. 00	
N. ½ lot 1 S. W. ¼	"	" "	" "	40. 00	
N. ½ S. E. ¼	20	" "	" "	80. 00	
S. E. ¼ S. E. ¼	"	" "	" "	40. 00	
S. E. ¼ N. E. ¼	22	" "	" "	40. 00	
W. ½ N. W. ¼	"	" "	" "	80. 00	
N. E. ¼	23	" "	" "	160. 00	
E. ½ S. E. ¼	"	" "	" "	80. 00	
N. W. ¼	24	" "	" "	160. 00	
W. ½ S. W. ¼	"	" "	" "	80. 00	
N. ½	25	" "	" "	320. 00	
S. E. ¼	"	" "	" "	160. 00	
N. ½ S. W. ¼	"	" "	" "	80. 00	
S. E. ½ S. W. ¼	"	" "	" "	40. 00	
N. E. ¼ N. E. ¼	26	" "	" "	40. 00	
44 S. E. ¼ N. W. ¼	"	" "	" "	40. 00	
S. W. ¼ S. E. ¼	"	" "	" "	40. 00	
E. ½ S. W. ¼	"	" "	" "	80. 00	
E. ½ S. E. ¼	27	" "	" "	80. 00	
N. ½ S. W. ¼	28	" "	" "	80. 00	
				92, 180. 00¾	
20 Bro't from page 19				92, 180. 00¾	
S. W. ¼ S. W. ¼	28	28 N.	14 E.	40. 00	
E. ½ N. E. ¼	29	" "	" "	80. 00	
S. W. ¼ N. E. ¼	"	" "	" "	40. 00	
S. E. ¼	"	" "	" "	160. 00	
W. ½ N. E. ¼	30	" "	" "	80. 00	
N. W. ¼ S. E. ¼	"	" "	" "	40. 00	
S. ½ lots 1 & 2 S. W. ¼	"	" "	" "	79. 67	
E. ½ of N. E. ¼	"	" "	" "	32. 80	
N. E. ¼ N. W. ¼	"	" "	" "	40. 00	
S. E. ¼	"	" "	" "	160. 00	
S. W. ¼	33	" "	" "	160. 00	
E. ½ of N. E. ¼	34	" "	" "	80. 00	
E. ½ " S. E. ¼	"	" "	" "	80. 00	
N. E. ¼ " N. W. ¼	35	" "	" "	40. 00	
S. E. ¼ " S. E. ¼	"	" "	" "	40. 00	
N. W. ¼ " S. W. ¼	"	" "	" "	40. 00	
E. ½	36	" "	" "	320. 00	

Lands belonging to the Cario & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
N. W. ¼ of N. W. ¼	"	" "	" "	40. 00	
S. W. ¼	"	" "	" "	160. 00	
W. ½ lot 1 N. E. ¾	5	26 "	15 "	40. 00	
Lot 2 N. E. ¼	"	" "	" "	81. 48	
Lots 1 & 2 N. W. ¼	"	" "	" "	156. 76	
S. E. ¼	"	" "	" "	160. 00	
W. ½ of S. W. ¼	"	" "	" "	80. 00	
N. ½	7	" "	" "	323. 46	
N. W. ¼ S. E. ¼	"	" "	" "	40. 00	
S. ½ S. E. ¼	"	" "	" "	80. 00	
S. W. ¼	"	" "	" "	162. 32	
Lots 3, 4, 5, 6, & 7 N. E. ¼	3	27 "	" "	393 55	
W. ½ lot 1 N. W. ¼	"	" "	" "	42. 33⅓	
Lots 2, 3, 4, 5, 6, & 7 N. W. ¼	"	" "	" "	494. 61	
Lots 3, 4, 5, 6, & 7 of N. E. ¼	4	" "	" "	359. 51	
E. ½ lot 4 N. W. ¼	"	" "	" "	40. 09⅓	
E. ½ lot 5 N. W. ¼	"	" "	" "	40. 38⅓	
E. ½ lot 6 N. W. ¼	"	" "	" "	40. 92⅓	
E. ½ lot 7 N. W. ¼	"	" "	" "	25. 69	
N. ½ S. E. ¼	"	" "	" "	77. 00	
S. W. ¼	"	" "	" "	155. 24	
				96, 733. 03⅓	
21 Bro't from page 20				96, 733. 03⅓	
E. ½ lot 3 of N. E. ¼	5	27 N.	15 E.	40. 00	
45 · E. ½ lot 4 of N. E. ¼	"	" "	" "	40. 00	
Lots 5 & 6 " N. E. ¼	"	" "	" "	160. 00	
Lots 2 & 6 " N. W. ¼	"	" "	" "	153. 67	
E. ½ lot 5 N. W. ¼	"	" "	" "	38. 15	
W. ½ of S. W. ¼	"	" "	" "	80. 00	
E. ½ lot 1 of N. E. ¼	6	" "	" "	40. 00	
E. ½ lot 4 " N. E. ¼	"	" "	" "	40. 00	
E. ½ " 5 " N. E. ¼	"	" "	" "	40. 00	
E. ½ lot 6 " N. E. ¼	"	" "	" "	40. 00	
W. ½ lot 6 " N. W. ¼	"	" "	" "	56. 85	
N. E. ¼ S. E. ¼	"	" "	" "	40. 00	
N. ½ lot 1 S. W. ¼	"	" "	" "	40. 00	
S. ½ lot 2 S. W. ¼	7	" "	" "	33. 59	
W. ½ N. W. ¼	8	" "	" "	80. 00	
W. ½ S. W. ¼	"	"	" "	80. 00	
N. W. ¼	9	"	" "	160. 00	
N. ½ S. W. ¼	"	" "	" "	80. 00	
N. ½ N. E. ¼	13	" "	" "	80. 00	
S. W. ¼ N. E. ¼	"	" "	" "	40. 00	
W. ½ S. E. ¼	"	" "	" "	80. 00	
E. ½ S. W. ¼	"	" "	" "	80. 00	
N. ½ lot 2 N. W. ¼	18	" "	" "	33. 41	
S. W. ¼ N. E. ¼	19	" "	" "	40. 00	
Lot 1 N. W. ¼	"	" "	" "	80. 00	
Lot 1 S. W. ¼	"	" "	" "	80. 00	
S. ½ lot 2 S. W. ¼	"	" "	" "	30. 65	
N. E. ¼ N. E. ¼	21	" "	" "	40. 00	
N. W. ¼ N. W. ¼	"	" "	" "	40. 00	
N. W. ¼ N. E. ¼	29	" "	" "	40. 00	
S. ½ N. E. ¼	"	" "	" "	80. 00	
W. ½	"	" "	" "	320. 00	
S. E. ¼	"	" "	" "	160. 00	
N. W. ¼ N. E. ¼	31	" "	" "	40. 00	
S. ½ N. E. ¼	"	" "	" "	80. 00	
Lots 1 & 2 N. W. ¼	"	" "	" "	140. 91	
S. E. ¼	"	" "	" "	160. 00	
Lots 1 & 2 S. W. ¼	"	" "	" "	140. 44	
				99, 760. 70½	
22 Bro't from p. 21				99, 760. 70½	
S. ½ lot 1 S. W. ¼	19	28 N.	15 E.	40. 00	
S. ½ lot 2 S. W. ¼	"	" "	" "	39. 66	
S. E. ¼ S. E. ¼	29	" "	" "	40. 00	
S. W. ¼ S. W. ¼	"	" "	" "	40. 00	
S. E. ¼ N. E. ¼	30	" "	" "	40. 00	
Lot 1 N. W. ¼	"	" "	" "	80. 00	
N. ½ lot 2 N. W. ¼	"	" "	" "	39. 66	
S. E. ¼	"	" "	" "	160. 00	
N. ½ lot 1 S. W. ¼	"	" "	" "	40. 00	
N. E. ¼	31	" "	" "	160. 00	
Lot 1 N. W. ¼	"	" "	" "	80. 00	
N. ½ lot 2 N. W. ¼	"	" "	" "	39. 06	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
S. E. ¼	"	" "	" "	160. 00	
46 N. ½ lot 1 S. W. ¼	"	" "	" "	40. 00	
S. ½ N. E. ¼	32	" "	" "	80. 00	
N. W. ¼ N. W. ¼	"	" "	" "	40. 00	
S. ½ N. W. ¼	"	" "	" "	80. 00	
W. ½ S. E. ¼	"	" "	" "	80. 00	
S. W. ¼	"	" "	" "	160. 00	
W. ½ S. W. ¼	33	" "	" "	80. 00	
Lot 6 S. W. ¼	1	26 "	7 "	45. 70	Stoddard County.
N. E. ¼	12	" "	" "	160. 00	
Lots 4, 5, 6, 7, 8, 9, 11, & 12	"	" "	" "	277. 95	
Lots 11, 12, 13, & 14	13	" "	" "	186. 80	
Lots 12, 13, 14, 15, & 16	24	" "	" "	174. 30	
Lots 9, 10, 12, & 13	25	" "	" "	133. 00	
Lots 10, 11, & 12	1	23 "	8 "	106. 90	
Lots 12, 13, 14, 15, & 16	13	" "	" "	198. 00	
All of	1	24 "	" "	631. 75	
All of	2	" "	" "	623. 12	
Lots 1, 2, 3 4, 5, & 6	3	" "	" "	254. 88	
Lot 1 N. E. ¼	10	" "	" "	42. 60	
N. E. ¼	11	" "	" "	160. 00	
Lots 4, 5, 6, 7, 8, 9, 10, 11, & 12	"	" "	" "	345. 35	
All of	12	" "	" "	640. 00	
All of	13	" "	" "	640. 00	
Lots 11, 12, 13, 14, 15, & 16	14	" "	" "	218. 85	
N. ½	24	" "	" "	320. 00	
				106, 438. 28¾	
23 Bro't from p. 22				106, 438. 28¾	
Lots 3, 4, 5, 6, 7, & 8	24	24 N.	8 E.	221. 91	
Lots 10, 11, 12, 13, & 14	25	" "	" "	335. 38	
Lots 15 & 16	"	" "	" "	55. 60	
Lots 9, 10, 11, 12, 13, 14, & 15	36	" "	" "	286. 90	
All of	1	25 "	8 "	645. 73	
All of	2	" "	" "	615. 74	
All of	3	" "	" "	642. 70	
N. ½	4	" "	" "	305. 32	
S. E. ¼	"	" "	" "	160. 00	
N. ½ of S. W. ¼	"	" "	" "	80. 00	
Lots 1, 6, 7, 8, 9, 15, & 16	5	" "	" "	214. 15	
Lots 7, 8, 11, 12, 13, 14, 16, & 17	8	" "	" "	375. 45	
E. ½	9	" "	" "	320. 00	
N. W. ¼ N. W. ¼	"	" "	" "	40. 00	
S. ½ S. W. ¼	"	" "	" "	80. 00	
All of	10	" "	" "	665. 20	
All of	11	" "	" "	640. 00	
All of	12	" "	" "	656. 34	
All of	13	" "	" "	640. 00	
All of	14	" "	" "	640. 00	
All of	15	" "	" "	665. 92	
Lots 11 & 12	17	" "	" "	74. 15	
Lots 6, 7, 9, 10, 11, & 12	21	" "	" "	221. 35	
All of	22	" "	" "	666. 94	
All of	23	" "	" "	640. 00	
47 All of	24	" "	" "	640. 00	
All of	25	" "	" "	640. 00	
All of	26	" "	" "	640. 00	
All of	27	" "	" "	665. 00	
Lots 12, 13, 14, & 15	28	" "	" "	174. 70	
Lots 8, 9, 10, & 11	33	" "	" "	144. 85	
All of	34	" "	" "	592. 69	East of river.
All of	35	" "	" "	640. 00	
All of	36	" "	" "	640. 00	
S. ½ N. E. ¼	7	26 "	" "	80. 00	
S. ½ lot 1 N. W. ¼	"	" "	" "	40. 00	
S. ½ lot 2 N. W. ¼	"	" "	" "	40. 00	
S. ½	"	" "	" "	315. 16	
				121, 389. 46¾	
24 Bro't from page 23				121, 389. 46¾	
W. ½	8	26 N.	8 E.	320. 00	
W. ½ of S. E. ¼	"	" "	" "	80. 00	
All of	17	" "	" "	640. 00	
All of	18	" "	" "	633. 54	
All of	19	" "	" "	635. 48	
All of	20	" "	" "	640. 00	
N. W. ¼ of N. E. ¼	21	" "	" "	40. 00	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
28 Bro't from page 27				167,902.71½	
N. ½	21	25 N.	9 E.	320.00	
S. E. ¼	"	" "	" "	160.00	
E. ½ of S. W. ¼	"	" "	" "	80.00	
All of	22	" "	" "	640.00	
All of	23	" "	" "	640.00	
N. ½	24	" "	" "	320.00	
S. W. ¼	"	" "	" "	160.00	
N. W. ¼	25	" "	" "	160.00	
N. ½ S. W. ¼	"	" "	" "	80.00	
S. W. ¼ S. W. ¼	"	" "	" "	40.00	
E. ½ and N. W. ¼	26	" "	" "	480.00	
N. E. ¼	27	" "	" "	149.75	
Lots 1 & 2	"	" "	" "	63.50	
S. E. ¼	"	" "	" "	63.35	West of Fish Lake.
W. ½	"	" "	" "	312.60	
N. E. ¼	28	" "	" "	160.00	
E. ½ N. W. ¼	"	" "	" "	80.00	
E. ½ S. E. ¼	"	" "	" "	80.00	
E. ½ S. W. ¼	"	" "	" "	80.00	
S. W. ¼ S. W. ¼	"	" "	" "	40.00	
All of	29	" "	" "	640.00	
All of	30	" "	" "	684.08	
All of	31	" "	" "	693.13	
N. ½	32	" "	" "	320.00	
W. ½ S. E. ¼	"	" "	" "	80.00	
S. W. ¼	"	" "	" "	160.00	
N. ½ N. E. ¼	33	" "	" "	80.00	
S. W. ¼ N. E. ¼	"	" "	" "	40.00	
E. ½ N. W. ¼	"	" "	" "	80.00	
S. E. ¼	"	" "	" "	160.00	
E. ½ S. W. ¼	"	" "	" "	80.00	
All of	34	" "	" "	640.00	
W. ½ N. E. ¼	35	" "	" "	80.00	
51 N. W. ¼	"	" "	" "	160.00	
W. ½ S. W. ¼	"	" "	" "	80.00	
W. ½ N. W. ¼	36	" "	" "	80.00	
N. W. ¼ S. W. ¼	"	" "	" "	40.00	
W. ½	4	26 "	" "	322.80	
				176,431.92½	
29 Bro't from page 28				176,431.92½	
Lots 1 & 2 N. E. ½	5	26 N.	9 E.	73.45	West of lake.
S. pt. S. E. ¼	"	" "	" "	55.90	" " "
N. ½ N. E. ¼	8	" "	" "	80.00	
S. E. ¼ N. E. ¼	"	" "	" "	40.00	
S. E. ¼	"	" "	" "	160.00	
N. W. ¼	9	" "	" "	160.00	
W. ½ S. E. ¼	"	" "	" "	80.00	
S. W. ¼	"	" "	" "	160.00	
S. ½ N. E. ¼	13	" "	" "	80.00	
N. W. ¼ N. W. ¼	"	" "	" "	40.00	
S. ½ N. W. ¼	"	" "	" "	80.00	
S. E. ¼	"	" "	" "	160.00	
N. ½ S. W. ¼	"	" "	" "	80.00	
S. E. ¼ S. W. ¼	"	" "	" "	40.00	
N. ½	14	" "	" "	320.00	
N. ½ S. E. ¼	"	" "	" "	80.00	
S. W. ¼ S. E. ¼	"	" "	" "	40.00	
N. ½ S. W. ¼	"	" "	" "	80.00	
All of	15	" "	" "	640.00	
E. ½	17	" "	" "	320.00	
E. ½ N. W. ¼	"	" "	" "	80.00	
N. E. ¼ S. W. ¼	"	" "	" "	40.00	
N. ½ N. E. ¼	19	" "	" "	80.00	
S. E. ¼	"	" "	" "	160.00	
All of	20	" "	" "	640.00	
All of	21	" "	" "	640.00	
S. W. ¼ N. E. ¼	"	" "	" "	40.00	
W. ½	"	" "	" "	320.00	
E. ½ S. E. ¼	"	" "	" "	80.00	
S. W. ¼ S. E. ¼	"	" "	" "	40.00	
S. E. ¼ S. E. ¼	25	" "	" "	40.00	
S. ½ S. W. ¼	26	" "	" "	80.00	
N. E. ¼ N. E. ¼	27	" "	" "	40.00	
W. ½	"	" "	" "	320.00	
W. ½ S. E. ¼	"	" "	" "	64.45	West of lake.

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
All of	28	" "	" "	656. 65	
All of	9	" "	" "	640. 00	
				183, 342. 37½	
30 Bro't from p. 29				183, 342. 37½	
E. ½ and S. W. ¼	30	26 N.	9 E.	488. 36	
S. ½ lot 1 N. W. ¼	"	" "	" "	40. 87½	
All of	31	" "	" "	653. 25	
52 All of	32	" "	" "	640. 00	
N. ½	33	" "	" "	293. 85	East of lake.
S. W. ¼	"	" "	" "	68. 50	West of lake.
E. ½ N. E. ¼	34	" "	" "	61. 40	
E. ½ S. E. ¼	"	" "	" "	61. 95	
S. ½ N. E. ¼	35	" "	" "	80. 00	
W. ½	"	" "	" "	320. 00	
W. ½ N. E. ¼	36	" "	" "	80. 00	
N. E. ¼ N. W. ¼	"	" "	" "	40. 00	
S. W. ¼ N. W. ¼	"	" "	" "	40. 00	
S. W. ¼ S. E. ¼	"	" "	" "	40. 00	
Lots 1 & 2 N. E. ¼	3	28 "	10 "	87. 75	West of Lake Nic Cormy.
W. ½ lot 1 N. W. ¼	"	" "	" "	40. 00	
Lot 2 N. W. ¼	"	" "	" "	90. 68	
W. fr'l ½ S. E. ¼	"	" "	" "	88. 85	
W. ½ S. W. ¼	"	" "	" "	80. 00	
W. ½ lot 2 N. W. ¼	4	" "	" "	45. 44	
E. ½ S. W. ¼	"	" "	" "	80. 00	
S. W. ¼ S. W. ¼	"	" "	" "	40. 00	
All of	5	" "	" "	662. 82	
E. ½	6	" "	" "	329. 80	
E. ½ lot 1 N. W. ¼	"	" "	" "	38. 80	
S. W. ¼	"	" "	" "	155. 76	
All of	7	" "	" "	632. 97	
N. ½ and S. W. ¼	8	" "	" "	480. 00	
W. ½ of S. E. ¼	"	" "	" "	80. 00	
N. W. ¼	9	" "	" "	160. 00	
W. pt. N. E. ¼	10	" "	" "	81. 40	West of Lake Nic Cormy.
S. E. ¼	"	" "	" "	114. 70	" " " " "
N. fr'l N. E. ¼	15	" "	" "	34. 35	" " " " "
N. W. ¼ N. E. ¼	"	" "	" "	40. 00	
S. ½ N. E. ¼	"	" "	" "	80. 00	
Fr'l W. ½	14	" "	" "	11. 88	
N. ½ of S. W. ¼	17	" "	" "	480. 00	
All of	18	" "	" "	631. 07	
				190, 816. 83	
31 Bro't from page 30				190, 816. 83	
S. ½ lot 1 S. W. ¼	6	24 N.	10 E.	40. 00	
All of	7	" "	" "	641. 30	
N. W. ¼	8	" "	" "	160. 00	
N. W. ¼ S. E. ¼	"	" "	" "	40. 00	
N. ½ S. W. ¼	"	" "	" "	80. 00	
N. E. ¼ S. E. ¼	17	" "	" "	40. 00	
S. E. ¼ N. E. ¼	19	" "	" "	40. 00	
S. E. ¼	"	" "	" "	160. 00	
S. W. ¼ N. E. ¼	20	" "	" "	40. 00	
N. W. ¼	"	" "	" "	160. 00	
N. ¼ S. E. ¼	"	" "	" "	80. 00	
S. E. ¼ S. E. ¼	"	" "	" "	40. 00	
S. W. ¼	"	" "	" "	160. 00	
N. ½ N. E. ¼	21	" "	" "	80. 00	
S. W. ¼ N. E. ¼	"	" "	" "	40. 00	
53 N. W. ¼	"	" "	" "	160. 00	
N. ½ of S. W. ¼	"	" "	" "	80. 00	
S. W. ¼ S. W. ¼	"	" "	" "	40. 00	
N. W. ¼ N. W. ¼	28	" "	" "	40. 00	
S. ½ N. W. ¼	"	" "	" "	80. 00	
S. W. ¼	"	" "	" "	160. 00	
E. ½ N. E. ¼	29	" "	" "	80. 00	
S. W. ¼ N. E. ¼	"	" "	" "	40. 00	
S. E. ¼	"	" "	" "	160. 00	
E. ½	30	" "	" "	320. 00	
W. ½ N. E. ¼	31	" "	" "	80. 00	
S. ½ lot 1 N. W. ¼	"	" "	" "	40. 00	
S. ½ lot 2 N. W. ¼	"	" "	" "	40. 93	
S. E. ¼	"	" "	" "	160. 00	
N. ½ lot 1 S. W. ¼	"	" "	" "	40. 00	
N. ½ lot 2 S. W. ¼	"	" "	" "	40. 30	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
N. ½ N. E. ¼	32	" "	" "	80. 00	
S. E. ¼ N. E. ¼	"	" "	" "	40. 00	
N. ½ N. W. ¼	"	" "	" "	80. 00	
S. W. ¼ N. W. ¼	"	" "	" "	40. 00	
N. E. ¼ S. E. ¼	"	" "	" "	40. 00	
S. ½ S. E. ¼	"	" "	" "	80. 00	
N. W. ¼ of S. W. ¼ and S. ½ S. W. ¼	"	" "	" "	120. 00	
				194, 649. 36	
32 Bro't from page 31				194, 649. 36	
N. W. ¼	33	24 N.	10 E.	160. 00	
N. W. ¼ of S. W. ¼	"	" "	" "	40. 00	
S. E. ¼ N. E. ¼	12	25 "	" "	40. 00	
S. E. ¼	"	" "	" "	160. 00	
W. ½ N. E. ¼	13	" "	" "	80. 00	
S. ½ N. W. ¼	"	" "	" "	80. 00	
N. ½ S. E. ¼	"	" "	" "	80. 00	
S. W. ¼ S. E. ¼	"	" "	" "	40. 00	
N. ½ S. W. ¼	"	" "	" "	80. 00	
S. W. ¼ S. E. ¼	17	" "	" "	40. 00	
N. W. ¼ S. W. ¼	"	" "	" "	40. 00	
S. ½ S. W. ¼	"	" "	" "	80. 00	
S. ½ S. E. ¼	18	" "	" "	80. 00	
S. ½ lot 1 S. W. ¼	"	" "	" "	40. 00	
Lot 2 S. W. ¼	"	" "	" "	83. 40	
N. ½ and S. E. ¼	19	" "	" "	482. 04	
N. ½ lot 1 S. W. ¼	"	" "	" "	40. 00	
N. ½ and S. W. ¼	20	" "	" "	480. 00	
N. E. ¼ N. E. ¼	21	" "	" "	40. 00	
N. W. ¼	"	" "	" "	160. 00	
N. ½ S. W. ¼	"	" "	" "	80. 00	
S. E. ¼ N. W. ¼	23	" "	" "	41. 04	
N. ½ N. E. ¼	24	" "	" "	80. 00	
S. W. ¼ N. E. ¼	"	" "	" "	40. 00	
N. W. ¼	"	" "	" "	160. 00	
54 N. W. ¼ S. E. ¼	"	" "	" "	40. 00	
S. E. ¼ S. E. ¼	"	" "	" "	40. 00	
N. ½ S. W. ¼				80. 00	
S. E. ¼ S. W. ¼	"	" "	" "	40. 00	
N. E. ¼ N. E. ¼	25	" "	" "	40. 00	
E. ½ S. E. ¼	"	" "	" "	80. 00	
S. ½ S. W. ¼	"	" "	" "	80. 00	
N. E. ¼ S. W. ¼	"	" "	" "	40. 00	
E. ½ N. E. ¼	26	" "	" "	80. 00	
E. ½ S. E. ¼	"	" "	" "	80. 00	
S. W. ¼ S. E. ¼	"	" "	" "	40. 00	
S. ½ S. W. ¼	"	" "	" "	80. 00	
S. E. ¼ S. E. ¼	27	" "	" "	40. 00	
				198, 135. 84	
33 Bro't from page 32				198, 135. 84	
E. ½ N. E. ¼	34	25 N.	10 E.	80. 00	
E. ½ S. E. ¼	"	" "	" "	80. 00	
All of	35	" "	" "	640. 00	
E. ½	36	" "	" "	320. 00	
W. ½ N. W. ¼	"	" "	" "	80. 00	
S. W. ¼	"	" "	" "	160. 00	
S. ½ N. E. ¼	7	26 "	" "	80. 00	
S. ½ lot 1 N. W. ¼	"	" "	" "	40. 00	
S. ½ lot 2 N. W. ¼	"	" "	" "	57. 08½	
S. E. ¼	"	" "	" "	160. 00	
Lot 1 and S. ½ lot 2 S. W. ¼	"	" "	" "	137. 21	
N. W. ¼ S. E. ¼	8	" "	" "	40. 00	
S. ½ S. E. ¼	"	" "	" "	80. 00	
S. W. ¼	"	" "	" "	160. 00	
N. ½ S. E. ¼	9	" "	" "	80. 00	
S. W. ¼ S. E. ¼	"	" "	" "	40. 00	
E. ½ S. W. ¼	"	" "	" "	80. 00	
S. W. ¼ S. W. ¼	"	" "	" "	40. 00	
N. ½ S. E. ¼	10	" "	" "	80. 00	
N. ½ S. W. ¼	"	" "	" "	80. 00	
S. E. ¼ S. W. ¼	"	" "	" "	40. 00	
N. ½	17	" "	" "	320. 00	
N. ½ S. E. ¼ and N. ½ S. W. ¼	"	" "	" "	160. 00	
N. W. ¼	18	" "	" "	194. 45	
S. ½ lot 1 N. W. ¼	19	" "	" "	40. 00	
S. ½ lot 2 N. W. ¼	"	" "	" "	55. 92½	
Lot 1 S. W. ¼	"	" "	" "	80. 00	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
All of	1	25 "	11 "	658.34	
All of	2	" "	" "	668.94	
E. ½	3	" "	" "	334.49	
E. ½ lot 2 N. W. ¼	"	" "	" "	46.73	
E. ½ S. W. ¼	"	" "	" "	80.00	
E. ½ lot 1 N. E. ¼	4	" "	" "	40.00	
E. ½ lot 2 N. E. ¼	"	" "	" "	45.37	
W. ½ lot 2 N. W. ¼	"	" "	" "	44.35	
N. E. ¼ S. E. ¼	"	" "	" "	40.00	
N. W. ¼ S. W. ¼	"	" "	" "	40.00	
N. W. ¼ S. W. ¼	5	" "	" "	32.98½	
				203,571.71¼	
55 34 Bro't from page 33				203,571.71¼	
S. ½ S. W. ¼	5	25 N.	11 E.	65.96½	
Lots 1 & 3 S. E. ¼	6	" "	" "	50.90	
Lots 2 & 4 S. W. ¼	"	" "	" "	101.40	
N. E. ¼	7	" "	" "	160.00	
N. W. ¼	"	" "	" "	125.60	
E. ½ S. E. ¼	"	" "	" "	80.00	
N. ½ S. W. ¼	"	" "	" "	65.18	
N. E. ¼ N. E. ¼	8	" "	" "	40.00	
N. W. ¼	"	" "	" "	160.00	
N. ½ S. W. ¼	"	" "	" "	80.00	
S. W. ¼ S. W. ¼	"	" "	" "	40.00	
S. E. ¼ N. E. ¼	9	" "	" "	40.00	
N. ½ N. W. ¼	"	" "	" "	80.00	
S. W. ¼ N. W. ¼	"	" "	" "	40.00	
N. ½ S. E. ¼	"	" "	" "	80.00	
S. E. ¼ S. E. ¼	"	" "	" "	40.00	
N. ½ S. W. ¼	"	" "	" "	80.00	
S. E. ¼ S. W. ¼	"	" "	" "	40.00	
E. ½	10	" "	" "	320.00	
E. ½ N. W. ¼	"	" "	" "	80.00	
N. E. ¼ S. W. ¼	"	" "	" "	40.00	
E. ½ N. E. ¼	11	" "	" "	80.00	
W. ½	"	" "	" "	320.00	
E. ½ S. E. ¼	"	" "	" "	80.00	
All of	12	" "	" "	640.00	
All of	13	" "	" "	640.00	
E. ½ N. E. ¼	14	" "	" "	80.00	
W. ½ N. W. ¼	"	" "	" "	80.00	
S. E. ¼	"	" "	" "	160.00	
N. ½ S. W. ¼	"	" "	" "	80.00	
S. W. ¼ S. W. ¼	"	" "	" "	40.00	
E. ½	15	" "	" "	320.00	
N. E. ¼ N. W. ¼	"	" "	" "	40.00	
N. W. ¼ N. E. ¼	17	" "	" "	40.00	
E. ½ N. W. ¼	"	" "	" "	80.00	
S. W. ¼ N. W. ¼	"	" "	" "	40.00	
N. E. ¼ S. E. ¼	"	" "	" "	40.00	
E. ½ S. W. ¼	"	" "	" "	80.00	
				208,220.75¼	
35 Bro't from p. 34				208,220.75¼	
S. W. ¼ S. W. ¼	17	25 N.	11 E.	40.00	
S. ½ N. E. ¼	18	" "	" "	80.00	
N. ½ lot 1 N. W. ¼	"	" "	" "	40.00	
N. ½ lot 2 N. W. ¼	"	" "	" "	26.77	
W. ½ S. E. ¼	"	" "	" "	80.00	
S. ½ S. W. ¼	"	" "	" "	40.00	
N. ½ N. E. ¼	19	" "	" "	80.00	
S. E. ¼ N. E. ¼	"	" "	" "	40.00	
E. ½ S. E. ¼	"	" "	" "	80.00	
56 S. W. ¼ S. E. ¼	"	" "	" "	40.00	
S. ½ lot 1 S. W. ¼	"	" "	" "	40.00	
S. ½ lot 2 S. W. ¼	"	" "	" "	32.61	
E. ½ N. E. ¼	20	" "	" "	80.00	
S. W. ¼ N. E. ¼	"	" "	" "	40.00	
S. W. ¼	"	" "	" "	160.00	
N. ½ N. W. ¼	21	" "	" "	80.00	
S. W. ¼ N. W. ¼	"	" "	" "	40.00	
E. ½ S. E. ¼	"	" "	" "	80.00	
W. ½ S. W. ¼	"	" "	" "	80.00	
E. ½	22	" "	" "	320.00	
E. ½ S. W. ¼	"	" "	" "	80.00	
N. E. ¼ N. E. ¼	23	" "	" "	40.00	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
W. ½ N. W. ¼	"	" "	" "	80.00	
N. ½ S. E. ¼	"	" "	" "	80.00	
S. E. ¼ S. E. ¼	"	" "	" "	40.00	
N. W. ¼ S. W. ¼	"	" "	" "	40.00	
All of	24	" "	" "	640.00	
N. ½ and S. E. ¼	25	" "	" "	480.00	
N. ½ of S. W. ¼	"	" "	" "	80.00	
S. W. ¼ S. W. ¼	"	" "	" "	40.00	
E. ½ N. E. ¼	26	" "	" "	80.00	
E. ½ S. E. ¼	"	" "	" "	80.00	
W. ½ S. W. ¼	"	" "	" "	80.00	
E. ½	27	" "	" "	320.00	
E. ½ N. W. ¼	"	" "	" "	80.00	
S. W. ¼ N. W. ¼	"	" "	" "	40.00	
E. ½ S. W. ¼	"	" "	" "	80.00	
W. ½ N. E. ¼	28	" "	" "	80.00	
				212,160.13¾	
36 Bro't from page 35				212,160.13¾	
N. W. ¼ S. E. ¼	28	25 N.	11 E.	40.00	
N. ½ S. W. ¼	"	" "	" "	80.00	
S. W. ¼ S. W. ¼	"	" "	" "	40.00	
E. ½ N. E. ¼	29	" "	" "	80.00	
E. ½ S. E. ¼	"	" "	" "	80.00	
Lot 2 & S. ½ lot 1 N. W. ¼	30	" "	" "	108.18	
S. W. ¼	"	" "	" "	153.37	
S. ½ lot 2 N. W. ¼	31	" "	" "	40.50	
N. E. ¼	32	" "	" "	160.00	
E. ½ N. W. ¼	"	" "	" "	80.00	
N. ½ S. E. ¼	"	" "	" "	80.00	
S. W. ¼ S. E. ¼	"	" "	" "	40.00	
N. W. ¼ N. W. ¼	33	" "	" "	40.00	
S. ½ N. W. ¼	"	" "	" "	80.00	
W. ½ S. E. ¼	"	" "	" "	80.00	
S. E. ¼ S. W. ¼	"	" "	" "	40.00	
All of	34	" "	" "	640.00	
E. ½	26	" "	" "	320.00	
N. W. ¼ N. W. ¼	"	" "	" "	40.00	
S. ½ S. W. ¼	"	" "	" "	80.00	
All of	1	26 "	11 "	641.46	
57 E. fr'l ½ of N. E. ¼	2	" "	" "	55.21	E. of Castor River.
N. W. fr'l ¼ N. E. ¼	"	" "	" "	40.56	W. " " "
Lot 2 N. W. ¼	"	" "	" "	92.61	
S. E. fr'l ¼ N. E. ¼	12	" "	" "	23.10	N. of Castor River
N. E. ¼ N. E. ¼	"	" "	" "	40.00	
S. W. fr'l ¼ N. E. ¼	"	" "	" "	59.03	W. of Castor River
S. E. fr'l ¼ N. W. ¼	"	" "	" "	28.32	S. " " "
S. E. ¼ S. W. ¼	"	" "	" "	40.00	
N. ½ N. E. ¼	13	" "	" "	80.00	
S. W. ¼ N. E. ¼	"	" "	" "	40.00	
E. ½ N. W. ¼	"	" "	" "	80.00	
N. W. ¼ S. E. ¼	"	" "	" "	40.00	
S. ½ S. E. ¼	"	" "	" "	80.00	
S. W. ¼	"	" "	" "	160.00	
S. E. ¼	23	" "	" "	160.00	
E. ½ S. W. ¼	"	" "	" "	80.00	
S. W. ¼ S. W. ¼	"	" "	" "	40.00	
				216,242.47¼	
37 Bro't from page 36				216,242.47¼	
All of	24	26 N.	11 E.	640.00	
All of	25	" "	" "	640.00	
All of	26	" "	" "	640.00	
E. ½ N. E. ¼	27	" "	" "	80.00	
S. E. ¼	"	" "	" "	160.00	
N. ½ S. W. ¼	"	" "	" "	80.00	
S. E. ¼ S. W. ¼	"	" "	" "	40.00	
E. ½ N. E. ¼	33	" "	" "	80.00	
S. E. ¼ S. E. ¼	"	" "	" "	40.00	
S. W. ¼ S. W. ¼	"	" "	" "	40.00	
E. ½	34	" "	" "	320.00	
E. ½ N. W. ¼	"	" "	" "	80.00	
S. W. ¼ N. W. ¼	"	" "	" "	40.00	
N. ½ S. W. ¼	"	" "	" "	80.00	
S. E. ¼ S. W. ¼	"	" "	" "	40.00	
All of	35	" "	" "	640.00	
E. ½	36	" "	" "	320.00	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
N. W. ¼ N. W. ¼	"	" "	" "	40.00	
S. ½ S. W. ¼	"	" "	" "	80.00	
N. E. ¼ and S. ½	15	27 "	" "	480.00	
E. ½ N. W. ¼	"	" "	" "	80.00	
S. W. ¼ N. W. ¼	"	" "	" "	40.00	
N. E. ¼ N. E. ¼	21	" "	" "	40.00	
All of	22	" "	" "	640.00	
All of	23	" "	" "	640.00	
All of	24	" "	" "	640.00	
All of	25	" "	" "	640.00	
All of	26	" "	" "	640.00	
All of fr'l	27	" "	" "	616.46	
N. E. ¼	28	" "	" "	158.97	
Lots 3 and 4, S. E. ¼	"	" "	" "	75.71	
E. ½ N. E. ¼	33	" "	" "	80.00	
N. ½ S. E. ¼	"	" "	" "	80.00	
58 N. ½ and S. W. ¼	34	" "	" "	472.20	
N. ½ of S. E. ¼	"	" "	" "	80.00	
N. E. ¼	35	" "	" "	160.00	
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, & 12	"	" "	" "	453.88	
All of	36	" "	" "	640.00	
				226,979.69¼	
38 Bro't from page 37					
N. ½ N. E. ¼	31	22 N.	7 E.	80.00	Butler County
S. E. ¼ N. E. ¼	"	" "	" "	40.00	
Lots 1 & 2 N. W. ¼	"	" "	" "	157.73	
Lots 1, 2, & 3 S. E. ¼	"	" "	" "	232.85	
Lots 1, 2, & 3 S. W. ¼	"	" "	" "	227.41	
All of	32	" "	" "	773.83	
All of	33	" "	" "	772.19	
All of	34	" "	" "	763.53	
N. E. ¼ N. E. ¼	35	" "	" "	40.00	
S. W. ¼ N. E. ¼	"	" "	" "	40.00	
N. ½ N. W. ¼	"	" "	" "	80.00	
S. W. ¼ N. W. ¼	"	" "	" "	40.00	
W. ½ lot 1 S. E. ¼	"	" "	" "	40.00	
Lots 2 & 3 S. E. ¼	"	" "	" "	136.65	
Lots 2 & 3 S. W. ¼	"	" "	" "	138.68	
S. E. ¼ and lot 2	30	" "	" "	200.00	
All of	29	" "	" "	640.00	
All of	28	" "	" "	640.00	
All of	27	" "	" "	640.00	
N. ½ and S. W. ¼	26	" "	" "	480.00	
N. W. ¼ S. E. ¼	"	" "	" "	40.00	
N. W. ¼ N. E. ¼	25	" "	" "	40.00	
N. ½ N. W. ¼	"	" "	" "	80.00	
E. ½ and S. W. ¼	20	" "	" "	480.00	
S. W. ¼ N. W. ¼	"	" "	" "	40.00	
All of	21	" "	" "	640.00	
All of	22	" "	" "	640.00	
All of	23	" "	" "	640.00	
N. ½ and S. W. ¼	24	" "	" "	480.00	
N. ½ of S. E. ¼	"	" "	" "	80.00	
S. E. ¼ S. E. ¼	"	" "	" "	40.00	
All of	15	" "	" "	640.00	
All of	14	" "	" "	640.00	
All of	13	" "	" "	640.00	
All of	12	" "	" "	640.00	
All of	11	" "	" "	640.00	
N. W. ¼ N. E. ¼, and S. ½ N. E. ¼	1	" "	" "	120.00	
S. ½ and N. W. ¼	"	" "	" "	480.00	
				240,142.56¼	
39 Bro't from p. 38				240,142.56¼	
All of	2	22 N.	7 E.	640.00	
E. ½ and S. W. ¼	3	" "	" "	480.00	
S. ½ N. W. ¼	"	" "	" "	80.00	
59 N. W. ¼	4	" "	" "	160.00	
N. ½ S. E. ¼	"	" "	" "	80.00	
S. E. ¼ S. E. ¼	"	" "	" "	40.00	
All of	5	" "	" "	614.08	
All of	10	" "	" "	640.00	
E. ½ and S. W. ¼	9	" "	" "	480.00	
E. ½ and N. W. ¼	"	" "	" "	80.00	
N. W. ¼ N. E. ¼	8	" "	" "	40.00	
N. W. ¼	"	" "	" "	160.00	
E. ½ S. E. ¼	"	" "	" "	80.00	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
W. ½ N. W. ¼	"	" "	" "	80.00	
N. ½ S. E. ¼	"	" "	" "	80.00	
S. E. ¼ S. E. ¼	"	" "	" "	40.00	
N. W. ¼ S. W. ¼	"	" "	" "	40.00	
All of	24	" "	" "	640.00	
N. ½ and S. E. ¼	25	" "	" "	480.00	
N. ½ of S. W. ¼	"	" "	" "	80.00	
S. W. ¼ S. W. ¼	"	" "	" "	40.00	
E. ½ N. E. ¼	26	" "	" "	80.00	
E. ½ S. E. ¼	"	" "	" "	80.00	
W. ½ S. W. ¼	"	" "	" "	80.00	
E. ½	27	" "	" "	320.00	
E. ½ N. W. ¼	"	" "	" "	80.00	
S. W. ¼ N. W. ¼	"	" "	" "	40.00	
E. ½ S. W. ¼	"	" "	" "	80.00	
W. ½ N. E. ¼	28	" "	" "	80.00	
				212,160.13¾	
36 Bro't from page 35				212,160.13¾	
N. W. ¼ S. E. ¼	28	25 N.	11 E.	40.00	
N. ½ S. W. ¼	"	" "	" "	80.00	
S. W. ¼ S. W. ¼	"	" "	" "	40.00	
E. ½ N. E. ¼	29	" "	" "	80.00	
E. ½ S. E. ¼	"	" "	" "	80.00	
Lot 2 & S. ½ lot 1 N. W. ¼	30	" "	" "	108.18	
S. W. ¼	"	" "	" "	153.37	
S. ½ lot 2 N. W. ¼	31	" "	" "	40.50	
N. E. ¼	32	" "	" "	160.00	
E. ½ N. W. ¼	"	" "	" "	80.00	
N. ½ S. E. ¼	"	" "	" "	80.00	
S. W. ¼ S. E. ¼	"	" "	" "	40.00	
N. W. ¼ N. W. ¼	33	" "	" "	40.00	
S. ½ N. W. ¼	"	" "	" "	80.00	
W. ½ S. E. ¼	"	" "	" "	80.00	
S. E. ¼ S. W. ¼	"	" "	" "	40.00	
All of	34	" "	" "	640.00	
E. ½	26	" "	" "	320.00	
N. W. ¼ N. W. ¼	"	" "	" "	40.00	
S. ½ S. W. ¼	"	" "	" "	80.00	
All of	1	26 "	11 "	641.46	
57 E. fr'l ½ of N. E. ¼	2	" "	" "	55.21	E. of Castor River.
N. W. fr'l ¼ N. E. ¼	"	" "	" "	40.56	W. " " "
Lot 2 N. W. ¼	"	" "	" "	92.61	
S. E. fr'l ¼ N. E. ¼	12	" "	" "	23.10	N. of Castor River
N. E. ¼ N. E. ¼	"	" "	" "	40.00	
S. W. fr'l ¼ N. E. ¼	"	" "	" "	59.03	W. of Castor River
S. E. fr'l ¼ N. W. ¼	"	" "	" "	28.32	S. " " "
S. E. ¼ S. W. ¼	"	" "	" "	40.00	
N. ½ N. E. ¼	13	" "	" "	80.00	
S. W. ¼ N. E. ¼	"	" "	" "	40.00	
E. ½ N. W. ¼	"	" "	" "	80.00	
N. W. ¼ S. E. ¼	"	" "	" "	40.00	
S. ½ S. E. ¼	"	" "	" "	80.00	
S. W. ¼	"	" "	" "	160.00	
S. E. ¼	23	" "	" "	160.00	
E. ½ S. W. ¼	"	" "	" "	80.00	
S. W. ¼ S. W. ¼	"	" "	" "	40.00	
				216,242.47¾	
37 Bro't from page 36				216,242.47¾	
All of	24	26 N.	11 E.	640.00	
All of	25	" "	" "	640.00	
All of	26	" "	" "	640.00	
E. ½ N. E. ¼	27	" "	" "	80.00	
S. E. ¼	"	" "	" "	160.00	
N. ½ S. W. ¼	"	" "	" "	80.00	
S. E. ¼ S. W. ¼	"	" "	" "	40.00	
E. ½ N. E. ¼	33	" "	" "	80.00	
S. E. ¼ S. E. ¼	"	" "	" "	40.00	
S. W. ¼ S. W. ¼	"	" "	" "	40.00	
E. ½	34	" "	" "	320.00	
E. ½ N. W. ¼	"	" "	" "	80.00	
S. W. ¼ N. W. ¼	"	" "	" "	40.00	
N. ¼ S. W. ¼	"	" "	" "	80.00	
S. E. ¼ S. W. ¼	"	" "	" "	40.00	
All of	35	" "	" "	640.00	
E. ½	36	" "	" "	320.00	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
N. W. ¼ N. W. ¼	"	" "	" "	40.00	
S. ½ S. W. ¼	"	" "	" "	80.00	
N. E. ¼ and S. ½	15	27 "	" "	480.00	
E. ½ N. W. ¼	"	" "	" "	80.00	
S. W. ¼ N. W. ¼	"	" "	" "	40.00	
N. E. ¼ N. E. ¼	21	" "	" "	40.00	
All of	22	" "	" "	640.00	
All of	23	" "	" "	640.00	
All of	24	" "	" "	640.00	
All of	25	" "	" "	640.00	
All of	26	" "	" "	640.00	
All of fr'l	27	" "	" "	616.46	
N. E. ¼	28	" "	" "	158.97	
Lots 3 and 4, S. E. ¼	"	" "	" "	75.71	
E. ½ N. E. ¼	33	" "	" "	80.00	
N. ½ S. E. ¼	"	" "	" "	80.00	
58 N. ½ and S. W. ¼	34	" "	" "	472.20	
N. ½ of S. E. ¼	"	" "	" "	80.00	
N. E. ¼	35	" "	" "	160.00	
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, & 12	"	" "	" "	453.88	
All of	36	" "	" "	640.00	
				226,979.69½	
38 Bro't from page 37					
N. ½ N. E. ¼	31	22 N.	7 E.	80.00	Butler County
S. E. ¼ N. E. ¼	"	" "	" "	40.00	
Lots 1 & 2 N. W. ¼	"	" "	" "	157.73	
Lots 1, 2, & 3 S. E. ¼	"	" "	" "	232.85	
Lots 1, 2, & 3 S. W. ¼	"	" "	" "	227.41	
All of	32	" "	" "	773.83	
All of	33	" "	" "	772.19	
All of	34	" "	" "	763.53	
N. E. ¼ N. E. ¼	35	" "	" "	40.00	
S. W. ¼ N. E. ¼	"	" "	" "	40.00	
N. ½ N. W. ¼	"	" "	" "	80.00	
S. W. ¼ N. W. ¼	"	" "	" "	40.00	
W. ½ lot 1 S. E. ¼	"	" "	" "	40.00	
Lots 2 & 3 S. E. ¼	"	" "	" "	136.65	
Lots 2 & 3 S. W. ¼	"	" "	" "	138.68	
S. E. ¼ and lot 2	30	" "	" "	200.00	
All of	29	" "	" "	640.00	
All of	28	" "	" "	640.00	
All of	27	" "	" "	640.00	
N. ½ and S. W. ¼	26	" "	" "	480.00	
N. W. ¼ S. E. ¼	"	" "	" "	40.00	
N. W. ¼ N. E. ¼	25	" "	" "	40.00	
N. ½ N. W. ¼	"	" "	" "	80.00	
E. ½ and S. W. ¼	20	" "	" "	480.00	
S. W. ¼ N. W. ¼	"	" "	" "	40.00	
All of	21	" "	" "	640.00	
All of	22	" "	" "	640.00	
All of	23	" "	" "	640.00	
N. ½ and S. W. ¼	24	" "	" "	480.00	
N. ½ of S. E. ¼	"	" "	" "	80.00	
S. E. ¼ S. E. ¼	"	" "	" "	40.00	
All of	15	" "	" "	640.00	
All of	14	" "	" "	640.00	
All of	13	" "	" "	640.00	
All of	12	" "	" "	640.00	
All of	11	" "	" "	640.00	
N. W. ¼ N. E. ¼, and S. ½ N. E. ¼	1	" "	" "	120.00	
S. ½ and N. W. ¼	"	" "	" "	480.00	
				240,142.56¼	
39 Bro't from p. 38				240,142.56¼	
All of	2	22 N.	7 E.	640.00	
E. ½ and S. W. ¼	3	" "	7 "	480.00	
S. ½ N. W. ¼	"	" "	" "	80.00	
59 N. W. ¼	4	" "	" "	160.00	
N. ½ S. E. ¼	"	" "	" "	80.00	
S. E. ¼ S. E. ¼	"	" "	" "	40.00	
All of	5	" "	" "	614.08	
All of	10	" "	" "	640.00	
E. ½ and S. W. ¼	9	" "	" "	480.00	
E. ½ and N. W. ¼	"	" "	" "	80.00	
N. W. ¼ N. E. ¼	8	" "	" "	40.00	
N. W. ¼	"	" "	" "	160.00	
E. ½ S. E. ¼	"	" "	" "	80.00	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks
S. W. ¼ S. E. ¼	"	" "	" "	40. 00	
E. ½	17	" "	" "	320. 00	
E. ½ N. W. ¼	"	" "	" "	80. 00	
E. ½ S. W. ¼	"	" "	" "	80. 00	
All of	25	23 "	" "	640. 00	
All of	26	" "	" "	640. 00	
All of	27	" "	" "	640. 00	
All of	23	" "	" "	640. 00	
All of	24	" "	" "	640. 00	
All of	13	" "	" "	640. 00	
All of	14	" "	" "	640. 00	
E. ½ and S. W. ¼	11	" "	" "	480. 00	
E. ½ of N. W. ¼	"	" "	" "	80. 00	
S. W. ¼ N. W. ¼	"	" "	" "	40. 00	
All of	12	" "	" "	640. 00	
All of	1	" "	" "	641. 87	
N. ½ and S. E. ¼	2	" "	" "	485. 02	
N. ½ of S. W. ¼	"	" "	" "	80. 00	
S. E. ¼ S. W. ¼	"	" "	" "	40. 00	
All of	36	" "	" "	640. 00	
All of	35	" "	" "	640. 00	
N. ½ and S. E. ¼	34	" "	" "	480. 00	
N. ½ of S. W. ¼	"	" "	" "	80. 00	
S. E. ¼ N. E. ¼	33	" "	" "	40. 00	
S. W. ¼ N. W. ¼	"	" "	" "	44. 00	
				253, 127. 53½	
40 Bro't from page 39				253, 127. 53½	
E. ½ S. E. ¼	33	23 N.	7 E.	80. 00	
S. W. ¼ S. E. ¼	"	" "	" "	40. 00	
N. W. ¼ S. W. ¼	"	" "	" "	40. 00	
S. ½ S. W. ¼	"	" "	" "	80. 00	
S. E. ¼	32	" "	" "	160. 00	
All of	36	24 "	" "	640. 00	
All of	35	" "	" "	640. 00	
E. ½	34	" "	" "	320. 60	
N. E. ¼ S. W. ¼	"	" "	" "	40. 00	
Lots 1, 2, 3, 4, 5, 6, 7, & 8	3	22 "	8 "	277. 71	
All of	4	" "	" "	640. 00	
All of	5	" "	" "	640. 00	
All of	6	" "	" "	644. 52	
All of	7	" "	" "	649. 92	
All of	8	" "	" "	640. 00	
60 All of	9	" "	" "	640. 00	
Lots 1, 2, 3, 4, 5, 6, 7, & 8	10	" "	" "	347. 70	
All of	17	" "	" "	640. 00	
All of	18	" "	" "	654. 68	
S. W. ¼	1	23 "	" "	160. 00	
Lots 5, 6, 7, 8, & 9	"	" "	" "	208. 65	
All of	2	" "	" "	612. 10	
All of	4	" "	" "	618. 16	
All of	6	" "	" "	606. 64	
All of	7	" "	" "	627. 92	
All of	8	" "	" "	640. 00	
All of	9	" "	" "	640. 00	
All of	10	" "	" "	640. 00	
All of	11	" "	" "	640. 00	
W. ½	12	" "	" "	318. 30	
Lots 6, 7, & 8	"	" "	" "	90. 75	
Lots 1, 2, 3, 4, 5, 6, & 9	13	" "	" "	264. 00	
N. ½ N. E. ¼	14	" "	" "	80. 00	
N. ½ N. W. ¼	"	" "	" "	80. 00	
N. ½ and S. W. ¼	15	" "	" "	480. 00	
W. ½ of S. E. ¼	"	" "	" "	80. 00	
All of	17	" "	" "	640. 00	
All of	18	" "	" "	633. 19	
				269, 001. 77½	
41 Bro't from page 40				269, 001. 77½	
All of	19	23 N.	8 E.	635. 42	
All of	20	" "	" "	640. 00	
All of	21	" "	" "	640. 00	
N. W. ¼ N. E. ¼	22	" "	" "	40. 00	
W. ½	"	" "	" "	320. 00	
Lots, 5, 7, 8, 9, & 10	23	" "	" "	193. 50	
N. W. ¼	"	" "	" "	160. 00	
E. ½ S. W. ¼	"	" "	" "	80. 00	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
Lots 2, 3, 4, 5, & 8	26	" "	" "	202. 45	
S. E. ¼ N. E. ¼	27	" "	" "	40. 00	
N. E. ¼ N. W. ¼	"	" "	" "	40. 00	
Lots 3, 5, & 6 S. E. ¼	"	" "	" "	103. 45	
N. W. ¼ S. W. ¼	"	" "	" "	40. 00	
S. ½ S. W. ¼	"	" "	" "	80. 00	
N. ½ N. E. ¼	28	" "	" "	80. 00	
S. W. ¼ N. E. ¼	"	" "	" "	40. 00	
W. ½	"	" "	" "	320. 00	
All of	29	" "	" "	640. 00	
All of	30	" "	" "	639. 46	
N. ½ and S. W. ¼	31	" "	" "	480. 20	
W. ½ of S. E. ¼	"	" "	" "	80. 00	
N. ½	32	" "	" "	320. 00	
S. E. ¼ S. E. ¼	"	" "	" "	40. 00	
N. ½	33	" "	" "	320. 00	
S. ½ S. E. ¼	"	" "	" "	80. 00	
S. ½ S W. ¼	"	" "	" "	80. 00	
N. W. ¼	34	" "	" "	160. 00	
61 Lots 2, 3, 6, 7, 8, 9, & 10	"	" "	" "	266. 05	
All of	34	24 "	" "	640. 00	
All of	26	" "	" "	640. 00	
E. ½ and S. W. ¼	32	" "	" "	640. 00	
S. E. ¼ N. W. ¼	22	" "	" "	480. 00	
All of	"	" "	" "	40. 00	
All of	1	22 "	5 "	640. 00	
All of	11	" "	" "	640. 00	
All of	13	" "	" "	640. 00	
All of	23	" "	" "	640. 00	
All of	25	" "	" "	640. 00	
				281, 402. 30¾	
42 Bro't from page 41				281, 402. 30¾	
N. E. ¼	27	22 N.	5 E.	160. 00	
E. ½ S. E. ¼	"	" "	" "	80. 00	
All of	35	" "	" "	801. 54	
All of	1	" "	6 "	640. 00	
All of	3	" "	" "	640. 00	
All of	5	" "	" "	628. 53	
All of	7	" "	" "	632. 28	
All of	9	" "	" "	640. 00	
All of	11	" "	" "	640. 00	
All of	13	" "	" "	640. 00	
All of	15	" "	" "	640. 00	
All of	17	" "	" "	624. 71	
All of	19	" "	" "	634. 97	
All of	21	" "	" "	640. 00	
All of	23	" "	" "	640. 00	
All of	25	" "	" "	609. 67	
All of	27	" "	" "	640. 00	
All of	29	" "	" "	622. 32½	
All of	31	" "	" "	774. 01	
N. ½	33	" "	" "	320. 00	
S. ½ and N. W. ¼	35	" "	" "	592. 54	
All of	1	23 "	" "	694. 74	
All of	11	" "	" "	640. 00	
All of	13	" "	" "	640. 00	
All of	15	" "	" "	640. 00	
All of	21	" "	" "	640. 00	
All of	23	" "	" "	640. 00	
All of	25	" "	" "	640. 00	
All of	27	" "	" "	640. 00	
All of	29	" "	" "	640. 00	
All of	31	" "	" "	641. 82	
All of	33	" "	" "	640. 00	
All of	35	" "	" "	640. 00	
All of	7	22 "	7 "	640. 00	
Lots 13, 14, & 15	19	" "	" "	118. 07	
S. W. ¼ N. E. ¼	25	" "	" "	40. 00	
S. E. ¼ N. W. ¼	"	" "	" "	40. 00	
E. ½ S. E. ¼	"	" "	" "	80. 00	
				302, 297. 50	
62 43 Bro't from p. 42				302, 297. 50	
S. W. ¼ S. E. ¼	25	22 N.	7 E.	40. 00	
N. ½ S. W. ¼	"	" "	" "	80. 00	
S W. ¼ S. W. ¼	"	" "	" "	40. 00	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
N. E. ¼ N. E. ¼	35	" "	" "	40. 00	
S. W. ¼ N. E. ¼	"	" "	" "	40. 00	
W. ½ lot 1 S. E. ¼	"	" "	" "	40. 00	
Lots 2 & 3 S. E. ¼	"	" "	" "	136. 65	
Lot 3 S. W. ¼	"	" "	" "	58. 68	
All of	3	23 "	" "	658. 46	
All of	5	" "	" "	695. 02	
All of	7	" "	" "	706. 24	
N. ½ N. W. ¼	9	" "	" "	80. 00	
S. W. ¼ N. W. ¼	"	" "	" "	40. 00	
S. W. ¼	"	" "	" "	160. 00	
S. E. ¼	15	" "	" "	96. 70	East of river.
W. pt. S. E. ¼	"	" "	" "	47. 15	West " "
S. W. ¼	"	" "	" "	160. 00	
All of	17	" "	" "	626. 15	
All of	19	" "	" "	683. 32	
All of	21	" "	" "	639. 60	
All of	29	" "	" "	640. 00	
All of	31	" "	" "	648. 79	
All of	1	24 "	" "	617. 00	
All of	11	" "	" "	640. 00	
All of	13	" "	" "	627. 20	
All of	15	" "	" "	624. 80	
All of	21	" "	" "	640. 00	
All of	23	" "	" "	640. 00	
All of	25	" "	" "	640. 00	
N. ½ and S. E. ¼	27	" "	" "	474. 88	
W. ½ N. E. ¼	31	" "	" "	80. 00	
W. ½	"	" "	" "	414. 97	
W. ½	33	" "	" "	320. 00	
Lots 1 & 2	15	22 "	8 "	98. 00	
All of	19	" "	" "	656. 28	
Lots 2, 4, 5, 6, 7, & 8	29	" "	" "	226. 75	
N. W. ¼	"	" "	" "	160. 00	
All of	31	" "	" "	818. 34	
				316, 332. 48	
44 Bro't from page 43				316, 332 48	
All of	5	24 N.	8 E.	615. 92	
All of	9	" "	" "	640. 00	
All of	15	" "	" "	640. 00	
All of	17	" "	" "	640. 00	
All of	19	" "	" "	643. 00	
All of	21	" "	" "	640. 00	
All of	23	" "	" "	629. 30	
Lots 1, 2, 3, 5, 6, 7, & 8	25	" "	" "	229. 00	
All of	27	" "	" "	640. 00	
All of	29	" "	" "	640. 00	
63 All of	31	" "	" "	649. 62	
All of	33	" "	" "	640. 00	
All of	35	" "	" "	640. 00	
Lots 1, 2, 3, 8, & 13	21	" "	" "	224. 80	
All of	29	" "	" "	637. 58	
All of	31	" "	" "	634. 38	
Lots 1, 2, 3, 4, 5, 6, & 7	33	" "	" "	247. 10	
S. W. ¼	"	" "	" "	160. 00	
Lots 1, 2, 3, & 4	1	" "	" "	140. 05	
All of	3	" "	" "	615. 70	
All of	5	" "	" "	620. 02	
Lots 7, 8, 10, & 11	13	" "	" "	146. 60	
Lot 2 S. W. ¼	19	" "	10 "	77. 27	Dunklin County.
E. ½ N. W. ¼	29	" "	" "	80. 00	
S. E. ¼	"	" "	" "	160. 00	
E. ½ S. W. ¼	"	" "	" "	80. 00	
W. pt. N. E. ¼	27	" "	" "	51. 10	W. of Lake Nic Conny.
N. ½ N. W. ¼	"	" "	" "	80. 00	
W. fr'l ½ S. E. ¼	"	" "	" "	45. 00	
N. W. ¼ N. E. ¼	33	" "	" "	40. 00	
N. ½ N. W. ¼	"	" "	" "	80. 00	
S. W. ¼ N. W. ¼	"	" "	" "	40. 00	
E. ½ S. E ¼	"	" "	" "	80. 00	
S. W. ¼ S. E. ¼	"	" "	" "	40. 00	
S. W. ¼	"	" "	" "	160. 00	
W. ½ and S. E. ¼	31	" "	" "	481. 04	
E. ½ N. E. ¼	23	" "	9 "	80. 00	
E. ½ S. E. ¼	"	" "	" "	80. 00	
				329, 331. 76	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
45 Bro't from p. 44				329,331.76	
All of	21	23 N.	9 "	640.00	
All of	19	" "	" "	636.68	
All of	29	" "	" "	640.00	
W. ½ S. W. ¼	27	" "	" "	80.00	
All of	25	" "	" "	640.00	
E. ½ N. E. ¼	35	" "	" "	80.00	
E. ½ S. E. ¼	"	" "	" "	80.00	
All of	33	" "	" "	640.00	
All of	31	" "	" "	639.06	
E. ½ and S. W. ¼	25	" "	8 "	480.00	
E. ½ of N. W. ¼	"	" "	" "	80.00	
S. W. ¼ N. W. ¼	"	" "	" "	40.00	
E. ½	35	" "	" "	320.00	
Lots 4, 5, 6, 7, 8, 9, 10, 11	"	" "	" "	299.50	
All of	1	22 "	" "	640.00	
Lots 9, 10, 11, 12, 13, 14, 15, 16, & 17	3	" "	" "	320.36	
All of	11	" "	" "	640.00	
All of	13	" "	" "	640.00	
E. ½	15	" "	" "	320.00	
Lots 1, 2, 7, 8, 9, 10	"	" "	" "	186.60	
Lots 4, 5, 6, 7, 8, 9, 10, 11, 12	21	" "	" "	327.86	
64 S. E. ¼	"	" "	" "	160.00	
All of	23	" "	" "	640.00	
All of	25	" "	" "	640.00	
All of	27	" "	" "	640.00	
Lots 9, 10, 11, 12, 13	29	" "	" "	163.46	
All of	33	" "	" "	765.00	
Lots 1, 2, 3, 4, 5, 7, 8, 10, & 11	35	" "	" "	287.27	
Lots 12, 13, 14, 15, 16, 17, & 18	"	" "	" "	210.46	
Lots 19, 20, 21	"	" "	" "	77.41	
S. E. ¼	21	" "	" "	160.00	
All of	1	" "	" "	643.36	
W. ½ lot 1 N. E. ¼	3	" "	" "	39.88	
Lots 1 & 2 N. W. ¼	"	" "	" "	163.12	
N. W. ¼ S. E. ¼	"	" "	" "	40.00	
S. E. ¼ S. E. ¼	"	" "	" "	40.00	
All of	5	" "	" "	637.55	
All of	7	" "	" "	680.08	
				343,689.41	
46 Bro't from page 45				343,689.41	
All of	9	22 N.	9 E.	640.00	
N. ½ N. E. ¼	11	" "	" "	80.00	
S. E. ¼ N. E. ¼	"	" "	" "	40.00	
N. E. ¼ S. E. ¼	"	" "	" "	40.00	
N. E. ¼	13	" "	" "	160.00	
E. ½ S. E. ¼	"	" "	" "	80.00	
All of	21	" "	" "	640.00	
All of	19	" "	" "	666.02	
All of	29	" "	" "	640.00	
N. ½	25	" "	" "	320.00	
E. ½ S. E. ¼	"	" "	" "	80.00	
W. ½ S. W. ¼	"	" "	" "	80.00	
E. ½	35	" "	" "	320.00	
N. W. ¼ S. W. ¼	"	" "	" "	40.00	
S. ½ S. W. ¼	"	" "	" "	80.00	
N. ½ lot 2 S. W. ¼	31	" "	" "	45.25	
N. ½ N. W. ¼	15	" "	" "	80.00	
S. W. ¼ N. W. ¼	"	" "	" "	40.00	
W. ½ S. W. ¼	"	" "	" "	80.00	
All of	17	" "	" "	640.00	
Lot 2 N. E. ¼	3	" "	10 "	70.59	
Lot 1 N. W. ¼	"	" "	" "	80.00	
E. ½ lot 2 N. W. ¼	"	" "	" "	39.84	
S. E. ¼	3	" "	" "	153.85	
All of	5	" "	" "	632.48	
All of	7	" "	" "	638.42	
W. ½	9	" "	" "	320.00	
E. ½ N. E. ¼	15	" "	" "	80.00	
E. ½ S. E. ¼	"	" "	" "	80.00	
All of	17	" "	" "	640.00	
N. ½ N. E. ¼	19	" "	" "	80.00	
S. W. ¼ N. E. ¼	"	" "	" "	40.00	
N. ½ lot 2 N. W. ¼	"	" "	" "	39.16	
65 N. ½ S. E. ¼	"	" "	" "	80.00	
S. E. ¼ S. E. ¼	"	" "	" "	40.00	
S. ½ lot 1 S. W. ¼	"	" "	" "	40.00	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
N. ½ lot 2 S. W. ¼	"	" "	" "	39.27	
S. W. ¼	21	" "	" "	160.00	
				351,734.29	
47 Bro't from page 46				351,734.29	
S. ½ and N. E. ¼	29	22 N.	10 E.	480.00	
N. ½ of N. W. ¼	"	" "	" "	80.00	
S. E. ¼ N. W. ¼	"	" "	" "	40.00	
All of	31	" "	" "	638.30	
N. W. ¼	33	" "	" "	160.00	
N. ½ S. E. ¼	"	" "	" "	80.00	
S. W. ¼ S. E. ¼	"	" "	" "	40.00	
N. W. ¼ and S. E. ¼	5	21 "	" "	313.24	
E. ½ and S. W. ¼	7	" "	" "	480.24	
N. ½ lot 1 N. W. ¼	"	" "	" "	40.00	
Lot 2 N. W. ¼	"	" "	" "	80.72	
W. fr'l ½ N. W. ¼	11	" "	" "	29.55	W. of Lake Nic Conny.
W. fr'l ½ S. W. ¼	"	" "	" "	15.90	" " " "
N. W. ¼ N. W. ¼	15	" "	" "	40.00	
All of	19	" "	" "	637.56	
W. ½ S. W. ¼	21	" "	" "	80.00	
W. fr'l ½ N. W. ¼	23	" "	" "	15.50	W. of Lake Nic Conny.
N. W. fr'l ¼ S. W. ¼	"	" "	" "	2.00	" " " " "
N. W. ¼	29	" "	" "	160.00	
S. W. ¼	33	" "	" "	160.00	
All of	31	" "	" "	639.72	
E. ½ and S. W. ¼	1	" "	9 "	481.40	
E. ½ and S. W. ¼	7	" "	" "	493.46	
Lot 1 N. W. ¼	"	" "	" "	80.00	
S. ½ lot 2 N. W. ¼	"	" "	" "	46.45	
All of	11	" "	" "	640.00	
N. ½ and S. W. ¼	13	" "	" "	480.00	
S. ½ and N. W. ¼	15	" "	" "	480.00	
E. ½	19	" "	" "	320.00	
S. pt. N. W. ¼	"	" "	" "	49.30	E. of river.
S. W. ¼	"	" "	" "	87.45	" " "
All of	21	" "	" "	640.00	
All of	23	" "	" "	640.00	
N. ½ and S. W. ¼	25	" "	" "	480.00	
E. ½ S. E. ¼	"	" "	" "	80.00	
All of	27	" "	" "	640.00	
All of	29	" "	" "	640.00	
N. E. ¼	31	" "	" "	160.00	
				362,385.08	
48 Bro't from page 47				362,385.08	
Lot 1 N. W. ¼	31	21 N.	9 E.	68.60	
66 Pt. lot 2 N. W. ¼	"	" "	" "	55.00	N. of river.
N. ½ S. E. ¼	"	" "	" "	67.45	
S. pt. S. E. ¼	"	" "	" "	46.00	E. of river.
S. W. ¼	"	" "	" "	54.60	" " "
All of	33	" "	" "	640.00	
All of	35	" "	" "	640.00	
Lots 2, 3, & 4	13	" "	8 "	125.70	
E. ½ S. W. ¼	1	20 "	9 "	80.00	
Lots 11, 12, 13, & 14	3	" "	" "	172.45	
S. E. ¼ N. W. ¼ and N. E. ¼	5	" "	" "	142.45	E. of river
E. pt. or N. ½ of N. W. ¼	"	" "	" "	27.50	" " "
N. W. ¼ and S. E. ¼	11	" "	" "	320 00	
S. W. ¼	"	" "	" "	124.95	E. of river
N. E. ¼ of N. E. ¼	13	" "	" "	40.00	
S. W. ¼ N. E. ¼	"	" "	" "	40.00	
E. ½ N. W. ¼	"	" "	" "	80.00	
S. W. ¼ S. E. ¼	"	" "	" "	40.00	
N. W. ¼ N. E. ¼	23	" "	" "	40.00	
N. W. ¼	"	" "	" "	92.20	E. of river.
S. ½	"	" "	" "	300.50	" " "
N. W. ¼	25	" "	" "	160.00	
N. W. ¼ S. E. ¼	"	" "	" "	40.00	
S. E. ¼ S. E. ¼	"	" "	" "	40.00	
E. ½ S. W. ¼	"	" "	" "	80.00	
S. W. ¼ S. W. ¼	"	" "	" "	40.00	
S. E. ¼ N. W. ¼, and E. ½	27	" "	" "	237.80	E. of river.
All of	35	" "	" "	640.00	
N. ½ N. E. ¼	1	19 "	" "	80.00	
S. pt. N. E. ¼	"	" "	" "	48.65	E. of river.
S. pt. N. E. ¼	"	" "	" "	13.25	W. of river.

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

	Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
	N. ½ N. W. ¼	"	" "	" "	86. 50	
	N. W. ¼	"	" "	" "	38. 50	S. of river.
	S. W. ¼ N. W. ¼	"	" "	" "	26. 10	W. " "
	S. E. ¼	"	" "	" "	20. 30	E. " "
	S. E. ¼	"	" "	" "	59. 65	W. " "
	N. E. ¼	3	" "	" "	144. 80	E. " "
	N. p't S. E. ¼ & N. W. ¼	"	" "	" "	61. 90	" " "
					367, 399. 93	
	49 Bro't from page 48				367, 399. 93	
	All of	11	19 N.	9 E.	504. 55	E. of river.
	N. ½ and S. W. ¼	13	" "	" "	489. 99	
	E. ½ N. E. ¼	15	" "	" "	57. 25	
	S. W. fr'l ¼ N. E. ¼	"	" "	" "	24. 75	
	S. E. ¼	"	" "	" "	105. 10	E. of river.
	Pt. S. ½, (S. of river)	21	" "	" "	170. 75	
	N. E. ¼	23	" "	" "	160. 00	
	N. W. ¼, (E. of river)	"	" "	" "	52. 55	
	N. W. ¼, (W. of river)	"	" "	" "	74. 85	
	E. ½ S. E. ¼	"	" "	" "	80. 00	
	N. W. ¼ S. E. ¼, and N. E. ¼ S. W. ¼	"	" "	" "	47. 80	
	S. W. ¼ S. E. ¼, and S. E. ¼ S. W. ¼	"	" "	" "	28. 25	
	Fr'l N. W. ¼ S. W. ¼	"	" "	" "	36. 00	
67	W. ½ N. W. ¼	25	" "	" "	80. 00	
	N. W. ¼ S. W. ¼	"	" "	" "	40. 00	
	S. ½ and N. E. ¼	27	" "	" "	413. 75	
	S. ½ of N. W. ¼	"	" "	" "	80. 00	
	E. ½ and W. ½, (E. of river)	29	" "	" "	401. 85	
	S. E. ¼ (E. of river)	31	" "	" "	35. 00	
	S. ½ fr'l S. W. ¼	33	" "	" "	67. 95	
	E. ½	5	" "	10 "	320. 00	
	Lots 1, 2, 3, 6, 7, 8, 9, & 10	7	" "	" "	242. 78	N. of Chillitecaux River
	Lots 11 & 14 S. W. ¼	"	" "	" "	78. 16	
	N. ½ lot 1 N. W. ¼	31	" "	" "	40. 00	
	N. ½ lot 2 N. W. ¼	"	" "	" "	40. 00	
	S. W. ¼ S. W. ¼	"	" "	" "	40. 00	
	Fr'l S. ½ S. E. ¼	15	18 "	8 "	39. 04	S. of river.
	Fr'l S. ½ S. W. ¼	"	" "	" "	63. 75	S. " "
	All of	27	" "	" "	634. 70	
	All of	33	" "	" "	628. 10	
	All of	3	17 "	" "	633. 30	
	All of	5	" "	" "	618. 09	
	Fr'l E. ½ and fr'l N. W. ¼	7	" "	" "	379. 55	
	All of	9	" "	" "	640. 00	
	All of	17	" "	" "	640. 00	
	All of	19	" "	" "	619. 42	
	All of	21	" "	" "	640. 00	
	All of	27	" "	" "	640. 00	
					377, 287 21	
	50 Bro't from page 49				377, 287. 21	
	All of	29	17 N.	8 E.	640. 00	
	All of	31	" "	" "	620. 50	
	All of	33	" "	" "	640. 00	
	E. ½ and S. W. ¼	35	" "	" "	480. 00	
	W. ½ of N. W. ¼	25	" "	" "	80. 00	
	S. W. ¼	"	" "	" "	160. 00	
	All of	23	" "	" "	640. 00	
	All of	15	" "	" "	640. 00	
	Lot 1 N. W. ¼	19	" "	9 "	80. 00	
	N. ½ lot 2 N. W. ¼	"	" "	" "	39. 60	
	Lot 1 S. W. ¼	"	" "	" "	80. 00	
	N. ½ lot 2 S. W. ¼	"	" "	" "	39. 85	
	Lot 1 N. W. ¼	31	" "	" "	80. 00	
	S. E. ¼ S. E. ¼	"	" "	" "	40. 00	
	S. W. ¼	"	" "	" "	160. 28	
	S. ½ and N. W. ¼	1	16 "	8 "	480. 00	
	All of	3	" "	" "	640. 00	
	All of	5	" "	" "	640. 00	
	All of	7	" "	" "	616. 00	
	All of	9	" "	" "	640. 00	
	S. ½	11	" "	" "	320. 00	
	All of	15	" "	" "	640. 00	
	All of	17	" "	" "	640. 00	
	All of	19	" "	" "	617. 78	
	All of	21	" "	" "	640. 00	
68	All of	23	" "	" "	640. 00	

Lands belonging to the Cairo & Fulton R. R. Co. of Missouri—Continued.

Parts of section.	Section.	Township.	Range.	Acres.	Remarks.
Fr'l part N. ½	25	" "	" "	224.34	
Fr'l pr't N. ½	27	" "	" "	235.82	
N. ½ fr'l	29	" "	" "	249.36	
All of	1	16 "	7 "	610.00	
All of	3	" "	" "	640.00	
E. ½ N. E. ¼	5	" "	" "	80.00	
S. W. ¼ N. E. ¼	"	" "	" "	40.00	
S. E. ¼	"	" "	" "	160.00	
All of	9	" "	" "	640.00	
All of	11	" "	" "	640.00	
All of	13	" "	" "	640.00	
All of	15	" "	" "	640.00	
				393,050.74	
51 Bro't from page 50				393,050.74	
All of	17	16 N.	7 E.	640.00	
N. E. ¼	19	" "	" "	160.00	
N. ½ N. W. ¼	"	" "	" "	50.65	E. of river
S. E. ¼ N. W. ¼	"	" "	" "	18.50	" " "
E. ½ S. E. ¼	"	" "	" "	80.00	
W. ½ S. W. ¼	"	" "	" "	67.75	
N. ½	29	" "	" "	293.83	
N. ½	27	" "	" "	283.00	
W. ½ lot 1 N. E. ¼	25	" "	" "	40.00	
W. ½ lot 2 N. E. ¼	"	" "	" "	26.09	
Lot 1 N. W. ¼	"	" "	" "	80.00	
Lot 2 N. W. ¼	"	" "	" "	54.14	
All of	21	" "	" "	640.00	
All of	23	" "	" "	640.00	
N. fr'l ½	25	16 "	6 "	219.85	
E. ½ and S. W. ¼	13	17 "	7 "	471.50	
E. p't N. W. ¼	"	" "	" "	45.10	E. of river.
E. ½ S. W. ¼	23	" "	" "	479.50	
E. ½ N. W. ¼	"	" "	" "	60.29	E. of river.
S. W. ¼ N. W. ¼	"	" "	" "	26.90	" " "
All of	25	" "	" "	640.00	
All of	27	" "	" "	631.30	
All of	33	" "	" "	598.25	
All of	35	" "	" "	640.00	
N. E. ¼	22	23 N.	10 "	57.90	W. of Lake Nic Conny.
N. W. ¼	"	" "	" "	160.00	
W. p't S. E. ¼	"	" "	" "	38.80	W. of Lake Nic Conny
N. W. ¼ S. W. ¼	"	" "	" "	40.00	
S. ½ S. W. ¼	"	" "	" "	80.00	
All of	20	" "	" "	640.00	
E. ½	28	" "	" "	320.00	
S. E. ¼ S. W. ¼	"	" "	" "	40.00	
W. ½ and N. E. ¼	30	" "	" "	480.83	
All of	32	" "	" "	640.00	
W. p't N. E. ¼	34	" "	" "	72.70	W. of Lake Nic Conny.
E. ½ N. W. ¼	"	" "	" "	80.00	
S. E. fr'l ¼ S. E. ¼	"	" "	" "	31.80	
69 N. ½ S. W. ¼	"	" "	" "	80.00	
				402,698.62	
52 Bro't from p. 51				402,698.62	
W. ½	4	22 N.	10 E.	317.68	
All of	8	" "	" "	640.00	
N. E. ¼	10	" "	" "	151.90	
E. ½ S. E. ¼	"	" "	" "	80.00	
W. ½	28	" "	" "	320.00	
All of	32	" "	" "	640.00	
E. ½ N. W. ¼	34	" "	" "	80.00	
S. ½ lot 2 S. W. ¼	30	22 "	9 "	45.30	
Lot 6	24	23 "	8 "	26.50	
				405,000.00	acres.

The foregoing schedule of lands, comprised on fifty-two pages, contains, according to estimate, four hundred and five thousand acres of land. The deed of trust which is made to secure the payment of the bonds therein referred to, requiring a schedule of four hundred thousand (400,000) acres only, the surplus of five thousand (5,000) acres is

added to cover any deficiencies which may occur from errors of description, conflicting claims, or other cause, which may make necessary the withdrawal of any tract or tracts from the list, the uses of this excess being to enable the trustees to release by quitclaim, (without cancellation of bonds,) as in case of full conveyance under the provisions of the deed of trust, any tract or tracts on which error or conflicting claim rests, without, in any event, reducing the quantity standing as
70 security for the redemption of bonds below four hundred thousand acres.

For verification of the foregoing schedule of lands, and this declaration explanatory thereof, the signature of the president and secretary and the seal of said Cairo and Fulton Railroad Company of Missouri, are hereto affixed as of the day and year first above written.

[L. S.] M. BRAYMAN,
President, etc.

Attest:
G. R. TEASDALE,
Secy.

Received, filed, and recorded the foregoing deed this Sept. 20th, 1870.
GEORGE W. ARNOLD,
Recorder.

STATE OF MISSOURI,
County of Scott, ss:

I, George W. Arnold, clerk of the circuit court and ex-officio recorder for the county of Scott aforesaid, do certify the foregoing pages, numbered from one to seventy-four, inclusive, contain a true and perfect copy, in full, of a certain deed of conveyance from the Cairo and Fulton Railroad Company of Missouri, of the first part, and John Moore, John Wilson, and Albert G. Waterman, trustees, of the second part, now appearing upon record in record-book of deeds No. in this office.

In testimony whereof I have hereunto subscribed my name, as clerk & ex-officio recorder aforesaid, and affixed the seal of said circuit court at office, in the town of Commerce, within the said county of Scott, this May 21st, 1873.

[SEAL.] GEORGE W. ARNOLD,
Clerk and Ex-officio Recorder.

And which said deed embraced the lands in controversy.

Also a deed from John Moore, John Wilson, and Albert G.
71 Waterman, trustees under the last-recited deed, and dated the 25th day of November, *day of November*, 1859, and embracing the lands in suit, to Hiram S. Hamilton, and which said deed is fully set forth in the special verdict found by the court, and which deed was admitted subject to the future objection of the defendants as they might make them.

The plaintiff further gave in evidence a deed dated the 29th day of March, 1860, from Hiram S. Hamilton to Walter A. Stevens, embracing the lands in controversy, and in the words and figures following, to wit:

(Scott County record-book No. 13, page 450.)

Deed from Hamilton to W. A. Stevens.

This indenture, made this twenty-ninth day of March, in the year of our Lord one thousand eight hundred and sixty, between Hiram S.

Hamilton, of McHenry County, in the State of Illinois, and Jannett S. Hamilton, his wife, party of the first part, and Walter A. Stevens, party of the second part, witnesseth:

That the said parties of the first part, for and in consideration of the sum of forty-five thousand nine hundred and forty-four and $\frac{10}{100}$ dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have aliened, remised, released, conveyed, and confirmed, and by these presents do alien, remise, release, convey, and confirm unto the said party of the second part, and his heirs and assigns forever, all the following described lots, pieces, or parcels of land situate in the
72 county of Scott and State of Missouri, to wit:

Parts of section.	Section.	Townsh.	Range.	Acres.	Hund.	Remarks.
S. E. ¼ of N. W. ¼	2	26 N.	13 E.	15	24	
E. ½ of S. W. ¼	2	26 N.	13 E.	21	92	
S. E. ¼ fractional *bet.* surveys 46 & 1093	26	27 N.	13 E.	7	64	
E. ½ of N. E. ¼	4	26 N.	14 E.	86	14	
N. W. ¼	4	26 N.	14 E.	172	43	
N. ½ of S. E. ¼	4	26 N.	14 E.	80	00	
N. E. ¼ of S. W. ¼	4	26 N.	14 E.	40	00	
Part of section not covered by claim	32	26 N.	14 E.	21	95	
S. W. ¼ of S. E. ¼	12	27 N.	14 E.	40	00	
E. ½ of N. E. ¼	20	27 N.	14 E.	80	00	
N. W. ¼ of N. E. ¼	20	27 N.	14 E.	40	00	
E. ½ of S. E. ¼	20	27 N.	14 E.	80	00	
S. W. ¼ of	20	27 N.	14 E.	160	00	
W. ½ of N. W. ¼	22	27 N.	14 E.	80	00	
W. ½ of S. E. ¼	22	27 N.	14 E.	860	00	
S. W. ¼	22	27 N.	14 E.	160	00	
E. ½ of S. W. ¼	26	27 N.	14 E.	80	00	
N. E. ¼ N. E. ¼	28	27 N.	14 E.	40	00	
W. ½ N. E. ¼	28	27 N.	14 E.	80	00	
N. W. ¼	28	27 N.	14 E.	160	00	
S. E. ¼ of S. E. ¼	28	27 N.	14 E.	40	00	
E. ½ of S. W. ¼	28	27 N.	14 E.	80	00	
N. W. ¼ of S. W. ¼	28	27 N.	14 E.	40	00	
N. ½ of lot 1 of N. W. ¼	30	27 N.	14 E.	40	00	
W. ½ of N. E. ¼	34	27 N.	14 E.	80	00	
N. W. ¼	34	27 N.	14 E.	160	00	
E. ½ of S. W. ¼	8	27 N.	15 E.	80	00	
N. W. ¼ of S. W. ¼	10	27 N.	15 E.	40	00	
S. ½ lot 1 & 2 of N. W. ¼	18	27 N.	15 E.	73	05	
S. W. ¼	18	27 N.	15 E.	144	72	
W. ½ of N. E. ¼	20	27 N.	15 E.	80	00	
N. E. ¼ of N. E. ¼	20	27 N.	15 E.	40	00	
W. ½ of S. W. ¼	20	27 N.	15 E.	80	00	
E. ½	22	27 N.	15 E.	320	00	
S. E. ¼ of S. W. ¼	22	27 N.	15 E.	40	00	
S. E. ¼ of N. W. ¼	28	27 N.	15 E.	40	00	
S. E. ¼ of N. E. ¼	32	27 N.	15 E.	40	00	
Lots 1, 2, 5, & 6 of N. E. ¼	1	27 N.	15 E.	348	97	
W. ½ of lot 3 & 4 of N. E. ¼	1	27 N.	13 E.	80	00	
Lots 1, 2, 5, & 6 of N. W. ¼	1	27 N.	13 E.	376	21	
Page 2.						
W. ½ lot 3 of N. W. ¼	1	27 N.	13 E.	40	00	
E. ½ lot 4 of N. W. ¼	1	27 N.	13 E.	40	00	
W. ½ of S. E. ¼	1	27 N.	13 E.	80	00	
73 S. W. ¼	1	27 N.	13 E.	160	00	
W. ½ of lot 6 of N. E. ¼	3	27 N.	13 E.	65	50	
Lot 1 & 2 of N. W. ¼	3	27 N.	13 E.	160	00	
E. ½ of lot 3 of N. W. ¼	3	27 N.	13 E.	40	00	
E. ½ of lot 6 of N. W. ¼	3	27 N.	13 E.	69	28	
S. W. ¼	3	27 N.	13 E.	160	90	
N. E. ¼ of N. E. ¼	11	27 N.	13 E.	40	00	
S. E. ¼	15	27 N.	13 E.	160	00	
N. E. ¼ of S. W. ¼	15	27 N.	13 E.	40	00	
N. W. ¼ of	27	27 N.	13 E.	160	00	
N. ½ of S. W. ¼	27	27 N.	13 E.	80	00	
N. E. ¼ of N. E ¼	11	28 N.	13 E.	40	00	
N. W. ¼ of S. E. ¼	11	28 N.	13 E.	40	00	
S. W. ¼ of S. W. ¼	15	28 N.	13 E.	40	00	

Parts of section.	Section.	Towns.	Range.	Acres.	Hund.	Remarks.
W. ½ of N. E. ¼	17	28 N.	13 E	80	00	
E. ½ of N. W. ¼	17	28 N.	13 E.	80	00	
N. W. ¼ of N. W. ¼	17	28 N.	13 E.	40	00	
S. E. ¼ of S. E. ¼	17	28 N.	13 E.	40	00	
W. ½ of S. E. ¼	17	28 N.	13 E.	80	00	
S. W. ¼ of N. W. ¼	21	28 N.	13 E.	40	00	
S. E. ¼ of S. E. ¼	21	28 N.	13 E.	40	00	
W. ½ of S. E. ¼	21	28 N.	13 E.	80	00	
S. W. ¼	21	28 N.	13 E.	160	00	
N. E. ¼ of N. E. ¼	29	28 N.	13 E.	40	00	
S. ½ of N. W. ¼	29	28 N.	13 E.	80	00	
S. ½ of lot 2 of N. W. ¼	31	28 N.	13 E.	80	00	
Lot 1 of S. W. ¼	31	28 N.	13 E.	80	00	
N. ½ lot 2 of S. W. ¼	31	28 N.	13 E.	39	85	
N. E. ¼ of N. W. ¼	35	28 N.	13 E.	40	00	
Lot 1 of N. E. ¼	1	27 N.	14 E.	79	75	
E. ½ of lots 2 & 3 of N. E. ¼	1	27 N.	14 E.	79	75	
Lots 6 & 7 of N. W. ¼	1	27 N.	14 E.	126	61	
Lots 1, 2, & 3 of N. E. ¼	3	27 N.	14 E.	241	20	
W. ½ of lot 4 of N. E. ¼	3	27 N.	14 E.	40	20	
W. ½ and S. E. ¼	3	27 N.	14 E.	853	41	
W. ½ lots 1 & 2 of N. E. ¼	5	27 N.	14 E.	80	05	
Lots 3, 4, 5, & 6 of N. E. ¼	5	27 N.	14 E.	356	47	
Lots 1, 2, & 3 of N. W. ¼	5	27 N.	14 E.	242	16	
Page 3.						
E. ½ lots 4 & 5 of N. W. ¼	5	27 N.	14 E.	81	22	
S. ½	5	27 N.	14 E.	321	00	
W. ½ of S. E. ¼	7	27 N.	14 E.	80	00	
S. W. ¼	7	27 N.	14 E.	187	00	
S. W. ¼ of N. W. ¼	9	27 N.	14 E.	40	00	
N. W. ¼ of S. W. ¼	9	27 N.	14 E.	40	00	
W. ½ N. W. ¼	11	27 N.	14 E.	80	00	
N. E. ¼	15	27 N.	14 E.	160	00	
S. E. ¼ of N. E. ¼	17	27 N.	14 E.	40	00	
S. ½	17	27 N.	14 E.	320	00	
W. ½ lot 2 of N. W. ¼	5	28 N.	14 E.	39	66	
W. ½ of S. E. ¼	5	28 N.	14 E.	42	37	
E. ½ of S. E. ¼	7	28 N.	14 E.	61	28	
74 E. ½ of *of* N. E. ¼	9	28 N.	14 E.	80	00	
S. W. ¼ of N. E. ¼	9	28 N.	14 E.	40	00	
S. E. ¼	9	28 N.	14 E.	160	00	
E. ½ of S. W. ¼	9	28 N.	14 E.	80	00	
S. W. ¼ of S. W. ¼	9	28 N.	14 E.	40	00	
S. E. ¼ of N. W. ¼	15	28 N.	14 E.	40	00	
W. ½ of N. W. ¼	15	28 N.	14 E.	80	00	
E. ½ of S. W. ¼	15	28 N.	14 E.	80	00	
N. W. ¼ of S. W. ¼	15	28 N.	14 E.	40	00	
W. ½ of N. E. ¼	19	28 N.	14 E.	80	00	
S. ½ lots 1 & 2 of N. W. ¼	19	28 N.	14 E.	80	44	
N. W. ¼ of S. E. ¼	19	28 N.	14 E.	40	00	
S. ½ of lot 1 of S. W. ¼	19	28 N.	14 E.	40	00	
N. ½ of lot 2 of S. W. ¼	19	28 N.	14 E.	40	12	
E. ½ of N. E. ¼	21	28 N.	14 E.	80	00	
E. ½ of S. E. ¼	21	28 N.	14 E.	80	00	
W. ½ and N. E. ¼	27	28 N.	14 E.	480	00	
W. ½ of S. E. ¼	27	28 N.	14 E.	80	00	
S. E. ¼ of S. W. ¼	29	28 N.	14 E.	40	00	
All of	31	28 N.	14 E.	640	58	
E. ½	33	28 N.	14 E.	80	00	
E. ½ of N. W. ¼	33	28 N.	14 E.	80	00	
W. ½ of N. E. ¼	35	28 N.	14 E.	80	00	
W. ½ of N. W. ¼	35	28 N.	14 E.	80	00	
Lots 1 & 7 of N. E. ¼	5	27 N.	15 E.	127	55	
W. ½ of lot 2 of N. E. ¼	5	27 N.	15 E.	41	00	
Lot 7 of N. W	5	27 N.	15 E.	43	33	
E. ½ of lot 1 of N. W. ¼	5	27 N.	15 E.	39	36	
W. ½ lots 4 & 5 of N. W. ¼	5	27 N.	15 E.	76	57	
S. E. ¼	5	27 N.	15 E.	160	00	
E. ½ of S. W. ¼	5	27 N.	15 E.	80	00	
E. ½ of N. ¼	7	27 N.	15 E.	80	00	
N. ½ of lot 2 of N. W. ¼	7	27 N.	15 E.	34	37	
S. W. ¼ of N. E. ¼	19	28 N.	15 E.	40	00	
E. ½ of S. W. ¼	29	28 N.	15 E.	80	00	
N. E. ¼	21	26 N.	14 E.	160	00	
E. ½ of S. E. ¼	27	27 N.	14 E.	80	00	
W. ½ and N. E. ¼	15	26 N.	14 E.	480	00	
S. W. ¼ of S. E. ¼	15	26 N.	14 E	40	00	
N. ½ of S. W. ¼		26 N.	14 E.	80	00	
S. E. ¼ of S. W. ¼	9	26 N.	14 E.	40	00	

Being the same lands deeded November 25th, 1859, by John Moore, John Wilson, and A. G. Waterman, trustees of the Fulton & Cairo R. R. lands, to the said party of the first part:

75 Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and also all the estate, right, title, and interest, right of dower, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said parties of the first part of, in, and to the above-described premises, and every part and parcel thereof, with the appurtenances:

To have and to hold all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said Hiram S. Hamilton, for himself, his heirs, executors, and administrators, does hereby covenant, promise, and agree to and with the said party of the second part, his heirs and assigns, that he has not made, done, committed, executed, or suffered any act or acts, thing or things whatsoever, whereby or by means whereof the above mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be, impeached, charged, or incumbered in any manner or way whatsoever, and against all and every acts or things the said party of the first part will, and his heirs will, forever warrant and defend.

In witness whereof the said parties of the first part have hereunto set their hands and seals the day and year above written.

Signed, sealed, by Mrs. Hamilton, in presence of—

GEORGE W. THOMPSON,
P. A. HOYNE.

H. S. HAMILTON. [SEAL.]
JANNETT S. HAMILTON. [SEAL.]

76 CITY OF CHICAGO,
County of Cook, State of Illinois, ss:

Be it remembered that on this thirtieth day of March, in the year one thousand eight hundred and sixty, before the subscriber, a commissioner in and for the said State of Illinois, duly commissioned and authorized by the governor of the State of Missouri to take the acknowledgments and proof of deeds and other instruments of writing to be used or recorded in the said State, and to administer oaths and affirmations, etc., personally appeared Jannett S. Hamilton, wife of Hiram S. Hamilton, to me personally known to be the person whose name is subscribed to the annexed deed as parties thereto, and acknowledged that she executed the same for the purpose therein mentioned; and the said Jannett S. Hamilton, being by me examined apart from her husband and made fully acquainted with the contents of the said annexed deed, acknowledged that she executed the same, and relinquished the dower in the real estate therein mentioned freely, and without fear, compulsion, or undue influence of her said husband.

In testimony whereof I have *I have* hereunto set my hand and affixed my seal of office, at my office in the city of Chicago, the day and year first above written.

[L. S.] PHILIP A. HOYNE,
Commissioner of Deeds, etc., for the State of Missouri, in Illinois.

Before me, George Whitcomb, clerk of the circuit court in and for the county of Mississippi, in the State of Missouri, this day came

Hiram S. Hamilton, who is to me personally known to be the same person whose name is to the within deed as a party thereto, and he ac-
77 knowledged the same to be his act and deed for the purposes therein named.

In attestation whereof I have hereto signed my name and affixed the seal of said court, at office in Charleston, this the second day of April, 1860.

[L. S.] GEORGE WHITCOMB, *Clerk.*

APRIL 4, A. D. 1860.

Received and recorded this foregoing deed and certificate.

[L. S.] A. S. HENDERSON,
Clerk & ex-officio Recorder.
By his deputy, JOHN HENDERSON.

STATE OF MISSOURI,
County of Scott, ss:

I, George W. Arnold, clerk of the circuit court and ex-officio recorder of deeds within and for the said county of Scott, do certify the above and foregoing instrument of writing to be a full, true, and correct copy of a certain instrument or deed of conveyance appearing upon, now upon record in this office, in record-book No. 13, on pages 450, 451, 452, 453, 454, 455, & 456 of the records of deeds and land-titles of this county.

In testimony whereof I have hereunto set my hand and affixed the official seal of said circuit court. Done at office in Commerce this April 5th A. D. 1872.

[SEAL.] GEORGE W. ARNOLD,
Clerk & ex-officio Recorder.

And also a deed, dated the 23d day of November, 1860, from
78 Walter A. Stevens to plaintiff, conveying to him the same lands so granted by the said Hiram S. Hamilton to him, said Stevens, in the words and figures following:

Walter A. Stevens to Blakeley Wilson, trustee.—Deed.

Filed November 30, 1860.

A. S. HENDERSON,
Clerk & ex-officio Recorder.

Filed for record July 7th, A. D. 1866.

JOHN G. ROSS,
Clerk & ex-officio Recorder.

This deed, made and entered into this twenty-third day of November, one thousand eight hundred and sixty, by and between Walter A. Stevens, of the city of Chicago, Cook County, Illinois, party of the first part, and Blakeley Wilson, of Bergen, Hudson County, New Jersey, trustee, party of the second part, witnesseth: That the said party of the first part, in consideration of eleven thousand eight hundred and ninety-six dollars and sixteen cents to him paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents grant, bargain, and sell, convey, and confirm unto the said party of the second part all the following-described real estate, lying

and being in the county of Scott, in the State of Missouri, viz: The southeast quarter of the northwest quarter and the east half of the southwest quarter of section two, in township twenty-six north, of range thirteen east; also the southeast fractional quarter, between surveys 46 & 1093 of section twenty-six, in township twenty-seven north, of range thirteen east; also that part of section not covered by claim of section thirty-two, in township twenty-six north, of range fourteen east; also the southwest quarter of the southeast quarter of section twelve, in township twenty-seven north, of range fourteen east; also the east half of the northeast quarter, the northwest quarter of the northeast quarter, the east half of the southeast quarter, and the southwest quarter of section twenty, in township twenty-seven north of range fourteen east; also the east half of the southwest quarter of section twenty-six, in township twenty-seven north, of range fourteen
79 east; also the north half of lot number one of the northwest quarter of section thirty, in township twenty-seven north, of range fourteen east; also the east half of the southwest quarter of section eight, in township twenty-seven, north of range fifteen east; also the northeast quarter of the southwest quarter of section ten, in township twenty-seven north, of range fifteen east; also the south half of lots number one and two of the northwest quarter, and the southwest quarter of section eighteen, in township twenty-seven north, of range fifteen east; also the west half of the northeast quarter, the northeast quarter of the northeast quarter, and the west half of the southwest quarter of section twenty, in township twenty-seven north, of range fifteen east; also the east half and the southeast quarter of the southwest quarter of section twenty-two, in township twenty-seven north, of range fifteen east; also the southeast quarter of the northwest quarter of section twenty-eight, in township twenty-seven north, of range fifteen east; also the southeast quarter of the northeast quarter of section thirty-two, in township twenty-seven north, of range fifteen east; also lots number one, two, five, and six of the northeast quarter, the west half of lots number three and four of the northeast quarter, lots number one, two, five, and six of the northwest quarter, the west half of lot number three of the northwest quarter, the east half of lot four of the northwest quarter, the west half of the southeast quarter, and the southwest quarter of section one, in township twenty-seven north, of range thirteen east; also the west half of lot number six of the northeast quarter, lots number one and two of the northwest quarter, the
80 east half of lot number three of the northwest quarter, the east half of lot number six of the northwest quarter, and the southwest quarter of section three, in township twenty-seven north, of range thirteen east; also the northeast quarter of the northeast quarter of section eleven, in township twenty-seven north, of range thirteen east; also the southeast quarter, the northeast quarter of the southwest quarter, and the southwest quarter of the southwest quarter of section fifteen, in township twenty-seven north, of range thirteen east; also the northwest quarter and the north half of the southwest quarter of section twenty-seven, in township twenty-seven north, of range thirteen east; also the northeast quarter of the northeast quarter, and the northwest quarter of the southeast quarter of section eleven, in township twenty-eight north, of range thirteen east; also the southwest quarter of the southwest quarter of section fifteen, in township twenty-eight north, of range thirteen east; also the west half of the northeast quarter, the east half of the northwest quarter, the northwest quarter of the northwest quarter, the southeast quarter of the southeast quarter,

and the west half of the southeast quarter of section seventeen, in township twenty-eight north, of range thirteen east; also the southwest quarter of the northwest quarter, the southeast quarter of the southeast quarter, the west half of the southeast quarter, and the southwest quarter of section twenty-one, in township twenty-eight north, of range thirteen east; also the northeast quarter of the northeast quarter, and the south half of the northwest quarter of section twenty-nine, in township twenty-eight north, of range thirteen
81 east; also the south half of lot number two of the northwest quarter, lot number one of the southwest quarter, and the north half of lot number two of the southwest quarter of section thirty-one, in township twenty-eight north, of range thirteen east; also the northeast quarter of the northwest quarter of section thirty-five, in township twenty-eight north, of range thirteen east; also lot number one of the northeast quarter, the east half of lots number two and three of the northeast quarter, and lots number six and seven of the northwest quarter of section one, in township twenty-seven north, of range fourteen east; also lots number one, two, and three of the northeast quarter, the west half of lot number four of the northeast quarter, the west half and the southeast quarter of section three, in township twenty-seven north, of range fourteen east; also the west half of lots number one and two of the northeast quarter, lots number three, four, five, and six of the northeast quarter, lots number one, two, and three of the northwest quarter, the east half of lots number four and five of the northwest quarter and the south half of section five, in township twenty-seven north, of range fourteen east; also the west half of the southeast quarter and the southwest quarter of section seven, in township twenty-seven north, of range fourteen east; also the southwest quarter of the northwest quarter and the northwest quarter of the southwest quarter of section nine, in township twenty-seven north, of range fourteen east; also the west half of the northwest quarter of section eleven, in township twenty-seven north, of range fourteen east; also the southeast quarter of the northeast quarter and the south half of section seventeen, in
82 township twenty-seven north, of range fourteen east; also the west half of lot number two of the northwest quarter and the west half of the southeast quarter of section five, in township twenty-eight north, of range fourteen east; also the east half of the southeast quarter of section seven, in township twenty-eight north, of range fourteen east; also the east half of the northeast quarter, the southwest quarter of the northeast quarter, the southeast quarter, the east half of the southwest quarter, and the southwest quarter of the southwest quarter of section nine, in township twenty-eight north, of range fourteen east; also the southeast quarter of the northwest quarter, the west half of the northwest quarter, the east half of the southwest quarter, and the northwest quarter of the southwest quarter of section fifteen, in township twenty-eight north, of range fourteen east; also the west half of the northeast quarter, the south half of lots number one and two of the northwest quarter, the northwest quarter of the southeast quarter, the south half of lot number one of the southwest quarter, and the north half of lot number two of the southwest qr. of section nineteen, in township twenty-eight north, of range fourteen east; also the east half of the northeast quarter, and the east half of the southeast quarter of section twenty-one, in township twenty-eight north, of range fourteen east; also the west half, the northeast quarter, and the west

half of the southeast quarter of section twenty-seven, in township twenty-eight north, of range fourteen east; also the southeast quarter of the southwest quarter of section twenty-nine, in township twenty-
83 eight north, of range fourteen east; also the whole of section thirty-one, in township twenty-eight north, of range fourteen east; also the east half & the east half of the northwest quarter of section thirty-three, in township twenty-eight north, of range fourteen east; also the west half of the northeast quarter and the west half of the northwest quarter of section thirty-five, in township twenty-eight north, of range fourteen east; also lots number one and seven of the northeast quarter, the west half of lot number two of the northeast quarter, lot number seven of the northwest quarter, the east half of lot number one of the northwest quarter, the west half of lots number four and five of the northwest quarter, the southeast quarter, and the east half of the southwest quarter of section five, in township twenty-seven north, of range fifteen east; also the east half of the northeast quarter and the north half of lot number two of the northwest quarter of section seven, in township twenty-seven north, of range fifteen east; also the southwest quarter of the northeast quarter of section nineteen, in township twenty-eight north, of range fifteen east; and also the east half of the southwest quarter of section twenty-nine, in township twenty-eight north, of range fifteen east, containing in the aggregate eleven thousand eight hundred and ninety-six acres and sixteen hundredths of an acre:

To have and to hold the same, with all the rights, immunities, privi-
leges, and appurtenances thereunto belonging, unto the said
84 party of the second part & his successors and assigns; the said Walter A. Stevens hereby covenanting that he, his heirs, executors, and administrators, shall and will warrant and defend the title to said premises unto the said party of the second part, his successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

In witness whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

WALTER A. STEVENS. [SEAL.]

Signed, sealed, and acknowledged in the presence of the undersigned—
JOSEPH B. AUSTIN.
SILAS W. NOTT.

STATE OF ILLINOIS,
Cook County, ss:

Be it known that on the day below named, before the undersigned, clerk of the circuit court, (within and for said State and county,) which is a court of record, having a seal, came Walter A. Stevens, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument in writing as party thereto, and he acknowledged the same to be his act and deed for the purposes therein expressed.

In testimony whereof I hereto set my hand and affix the seal of said court, which is my official seal, the twenty-third day of November, A. D. 1860.

[SEAL.]

WM. L. CHURCH,
Clerk.

STATE OF MISSOURI,
County of Scott, ss :

NOVEMBER 30TH, 1860.

Received and recorded the foregoing deed and certificate of
85 acknowledgment in record-book No. 14, pages 21, 22, 23, 24, and 25.

In witness whereof I have signed my name and affixed the seal of office at office in Benton.

[SEAL.]

A. S. HENDERSON,
Clerk and ex-officio Recorder.

STATE OF MISSOURI,
County of Scott, ss :

RECORDER'S OFFICE, *July 7th, A. D.* 1866.

Thus received and recorded the within deed and certificate of acknowledgment in record-book No. 16, on pages 89, 90, 91, 92, & 93.

[SEAL.]

JOHN G. ROSS,
Clerk & ex-officio Recorder.

And the plaintiff, having further proven that at the time of the institution of the suit the defendants were severally in possession of the tracts of land sued for, and had been for some time prior thereto, rested his case.

And the defendants, to maintain the issues on their part, then offered and gave in evidence an act of the general assembly of the State of Missouri, entitled an act to expedite the construction of the Cairo and Fulton Railroad of Missouri, and which became a law of the 11th day of December, 1855, and proved an acceptance of said act in due form by the company, and in the manner as required by said last-mentioned act, and an acceptance of the bonds of the State, as provided by said act, to the full amount of two hundred and fifty thousand dollars, at the following times and in the following amounts:

86

Acceptance,	August 5, 1857	$100,000
"	October 17, 1857	80,000
"	December 1, 1858	70,000

Also an act of the general assembly of the State entitled "An act to amend an act to secure the completion of certain railroads in this State, approved December 10, 1855," approved Mar. 3, 1857; and proved an acceptance of said act in due form by the Cairo and Fulton Railroad Company, and in the manner as required by the said last-mentioned act, and the due issue to and receipt by the said Cairo and Fulton Railroad Company of the bonds of the State, as provided by said act, to the full amount of four hundred thousand dollars, at the following times and in the following amounts:

Acceptance, April 16, 1859	$100,000
Acceptance, July 25, 1859	$300,000

The defendants then offered and gave in evidence an admission by the plaintiff that the Cairo and Fulton Railroad of Missouri made default on the payment of the interest of the bonds of the State loaned to it under the provisions of the said acts of the general assembly of the State of date December 11, 1855, and March 2d, 1857, in the year 1860, and has ever since continued so in default.

And then offered and gave in evidence an act of the general assembly of the State, approved the 19th day of February, 1866, entitled "An act

to provide for the sale of certain railroads and property by the governor, to foreclose the State's lien thereon, and to secure an early completion of the Southwest Branch Pacific, the Platte Country, the St.
87 Louis & Iron Mountain, and the Cairo & Fulton Railroads of Missouri."

And also "An act supplementary to and explanatory of an act entitled 'An act to provide for the sale of certain railroads and property by the governor, to foreclose the State's lien thereon, and to secure an early completion of the Southwest Branch Pacific, the Pacific, the Platte Country, the St. Louis and Iron Mountain, and the Cairo and Fulton Railroads of Missouri,' approved March 19, 1866."

It was then proved by the defendant and admitted by the plaintiff that a sale was made in 1866 by the governor of Missouri, in conformity with the provisions of the said several acts of assembly hereinbefore mentioned, in foreclosure of the statutory mortgages created under and by force of said acts of 11th Dec., 1855, and 3d of March, 1857, and that by means of said sale in foreclosure and intermediate conveyances the defendants' landlord, Thomas Allen, had, before the institution of this suit, acquired a complete title in fee to all of the property of said Cairo and Fulton Railroad Company of Missouri, which was covered by the said statutory mortgages, and, among the rest, the property in dispute, if covered by said mortgages.

The defendant, further to maintain the issues on their part, then offered and gave in evidence a deposition of John Wilson, esq., one of the trustees in the deed of trust given in evidence, taken in the city of Washington on the 11th day of March, 1873, as follows:

Deposition of John Wilson.

88 Deposition of John Wilson, taken before Chas. Cons. Callan, a duly commissioned notary public in and for the district of Columbia, at Washington, D. C., on the 11th day of March, 1873.

JOHN WILSON, witness of lawful age, being duly sworn, deposes and says, in answer to interrogatories propounded by Robert W. McPherson, on behalf of the defendants:

First interrogatory. State whether you were in the city of Springfield, in the State of Illinois, on the 25th day of November, 1859. If nay, state where you were on that day, when before that day you were last in said city of Springfield, and when next after that day.

Answer. I have not been able to find any record evidence of my locality on the 25th day of November, 1859, or whether I was in Springfield, Illinois, on that day, or when before that day or after I was in that city, and my memory does not enable me to state either fact.

Second interrogatory. Did you sign your name as grantor to the document under which the plaintiff claims title in this case, purporting to be a deed of conveyance of lands in Missouri from John Moore, John Wilson, and A. G. Waterman, to Hiram S. Hamilton, bearing date the 25th day of November, 1859, of which a certified copy is now handed you, marked "Exhibit A?" (Exhibit A is handed the witness by the notary.)

Answer. The document under which the plaintiff claims title in this case, purporting to be a deed of conveyance of lands in Missouri from John Moore, John Wilson, and A. G. Waterman to Hiram S. Hamilton, bearing date the 25th day of November, 1859, has not been presented to me. What purports to be a copy of that document is submitted, which, of course, does not bear my signature, but only what purports

89 to be a copy of it. As I have not the records of the Cairo and Fulton Railroad Company of Missouri, to refer to, I cannot say whether that copy is correct or not.

Third interrogatory. Look at the copy marked "Exhibit A," now handed you, and state whether or not you have any recollection of signing any deed or document similar to it in terms on or about the 25th of November, 1859.

Answer. I remember signing deeds for lands of the Cairo and F. R. R. Company, similar in terms to the copy now shown me. Whether on that date or not I cannot remember, as already stated, but will fully explain the matter in answer to the remaining interrogatories.

Fourth interrogatory. Please state fully and explicitly all that you know about the deed or document under which the plaintiff claims title in this case, purporting to be a deed of conveyance of lands in Missouri from John Moore, John Wilson, and A. G. Waterman to Hiram S. Hamilton, bearing date the 25th day of November, 1859. If you have any recollection of signing, sealing, and acknowledging any such deed or document, state where you signed it; what disposition you made of it after signing it; whether you know of your own knowledge it was ever delivered. If it was delivered, were you present at its delivery? To whom, and when and where was it delivered, if it was ever delivered? State whether or not the said instrument of writing was in all respects complete as to its sense when you signed it. If it was not, were there any blanks to be filled in? If there were any blanks, state, to

90 the best of your knowledge and belief, what they were.

Answer. The residence of Mr. Waterman, one of the trustees, was in Philadelphia, Penna. My own residence was in Chicago, Illinois, and that of John Moore, the other trustee, was in Springfield, Illinois, where the office of the Cairo and F. R. R. Company of Mo. was then located, Mason Brayman being president and George Teasdale secretary. To enable the president promptly to discharge the duties of his position and to convey the lands of the company as fast as they were sold and paid for, I and A. G. Waterman, two of the trustees of said company, addressed the following to our co-trustee, John Moore, to wit:

"TRUSTEES' OFFICE CAIRO & FULTON RAILROAD COMPANY OF MO.

"Hon. JOHN MOORE, *Trustee, etc.*

"DEAR SIR: For convenience in executing deeds of lands held by us (with yourself) in trust, etc., for the above-named company, we sign such deeds in blank with the understanding that they shall remain in the custody of the president of our board of trustees, subject to your order, and that on your being satisfied that the terms of the deed of trust are complied with with respect to the cancellation of bonds, such deeds may be executed and delivered by you; and the officer taking acknowledgment thereof is authorized to certify, as to us, of the same date, upon all deeds so signed by us and signed and shown him by you.

"JOHN WILSON,
"A. G. WATERMAN,
"*Trustees.*

"SPRINGFIELD, ILLINOIS, *July* 20, 1858."

91 The trustees had the most perfect confidence in Mason Brayman president of the company and ex-officio president of the board of trustees, but yet determined to have a proper check upon him by one of their own number, Gov. John Moore, whose thorough business talents

were well known to his colleagues, and whose sterling honesty and incorruptible integrity had justly given him the appellation of "Honest John Moore." Deeds for lands of the Cairo and Fulton Railroad Company were signed and sealed by me, and, I believe, also by Mr. Waterman, and placed in the hands of the president, Mason Brayman, to be completed by Gov. Moore, when bonds sufficient to cover the price of the lands embraced by any such deed should be placed by Mr. Brayman in the hands of Gov. Moore for cancellation.

My recollection is that when I signed those deeds the places for the dates and names of the vendees and consideration money were left blank. Whether there were any other blanks I cannot positively remember, but think there were not. The object of signing the deeds in this manner was to enable John Moore to complete them under the authority above given, by filling the blanks, acknowledging my signature, and delivering them to the vendees; and such is my confidence in him that I am perfectly sure that every one of these deeds signed and acknowledged by him was for land for which bonds of the company had been paid in and properly cancelled, and for which, of course, the company was thus fully paid. I have thus shown the manner of signing these deeds and the disposition made of them by me. As to the when
92 and where I signed them I cannot now remember—whether it was in Chicago, New York, Washington, or Springfield, being in the habit of transacting business for the company in each of those cities. Personally I know nothing of the delivery except as above stated. I cannot say positively, as already stated, whether the tracts of land were inserted in said deeds when signed and handed over by me, but think they were. I do not remember having personally acknowledged any of those deeds, though I may have done so.

Fifth interrogatory. Are you related to either the plaintiff or the defendant in this suit? If at all, state in what degree.

Answer. No; in no manner, to my knowledge.

Sixth interrogatory. Are you in any way, directly or indirectly, interested in the suit which is the subject of this investigation?

Answer. I am not.

Cross-interrogatories propounded to the witnesss by H. A. Clover, through E. Tracy:

First cross-interrogatory. Do you know whether John Moore, your co-trustee, ever cancelled any of the bonds issued by the Cairo and Fulton Railroad Company, under the terms of the trust-deed, as against the lands sold by the company, according to the provisions of the said trust? If so, how do you know the fact, and what evidence have you of it, and what amount of said bonds & coupons were cancelled by him? How were they cancelled? What report, if any, did he make of his action in so cancelling bonds & coupons? If he made such a report, to whom
93 was it made, and what is the date thereof, and what was said report? State if you know.

Answer. John Moore, my co-trustee, made a report of his transactions, dated January 12th, 1861, of which the following is a copy, to wit:

"SPRINGFIELD, *Jan 12th*, 1861.

"MASON BRAYMAN, Esq.,

"*President Cairo & Fulton Railroad Co. of Mo.:*

"SIR: I herewith submit a detailed statement of the number of bonds of the Cairo & Fulton Railroad of Missouri, which have been

received for lands sold by the trustees and have been cancelled to the present date, as also the amount of coupons which have been cancelled, together with the number of acres of the company's land sold, and the aggregate amount received therefor, to wit:

Bonds Nos. 1 to 150, inclusive, $1,000 each	$150,000
" " 191, 192, 194, 195, 196, 321, 322, & 323	8,000
" " 324, 325, 501, 502, 503, 508, 510, 512	8,000
" " 517 to 523, 527, 629 to 637, 638, 691 to 696, 698, 709, 710, 722, 726, 728 to 734, 741, 743 to 750, inclusive.	45,000
" " 769 to 774, & 778	7,000
	$218,000
547 interest-coupons at $35	19,000
Total cancellations	$237,000
Total trust and interest lands sold	48,209 69/100 acres.
Total amount for which the lands were sold	237,721 47/100
Balance due to cancellation	576.47

94 "JOHN MOORE,
"*Trustee C. & F. R. R. Co. of Mo.*"

The document from I have copied the above purports to be a copy of the original document sent to me by M. Brayman, president of the company, in letter of August 23d, 1872.

It is from this report alone that I know of the cancellation of these bonds issued by the Cairo and Fulton Railroad Company, under the terms of the trust-deed, as against the land sold by the company. The original of that report of Gov. Moore I have never seen.

(Counsel for the defendants objects to the competency and admissibility of the copy of the report of John Moore, referred to and written out here as part of the answer to the first cross-interrogatory, and to the whole answer as irrelevant.)

Second cross-interrogatory. State anything which you may know in reference to the execution and delivery of the deed, referred to in the direct interrogatory, of the trustees to Hiram S. Hamilton, of date the 25th day of November, 1859, by your cotrustee, A. G. Waterman.

Answer. The statement of John Moore, above copied in full, was sent me by Mason Brayman, president of the Cairo and Fulton Railroad Company of Missouri, and ex-officio president of the board of trustees, in a letter of which the following is a copy, to wit:

"DARTFORD, WISCONSIN, *Aug.* 23, 1872.

"Hon. JOHN WILSON.

95 "DEAR SIR: Yours of the 8th finds me here, after much delay. I send you a copy of an original, signed by you and Mr. Waterman, in my possession, which was the authority under which Col. Moore and myself acted in making sales. The particular mode has, I observe, escaped your memory.

"I also enclose a copy of Col. Moore's report or certificate of bonds cancelled, covering all sales down to Jan. 12th, 1861, including of course the Hamilton sale. This shows faithful compliance on his

part with the terms of the paper given by you and Mr. Waterman. In cancelling, however, each bond was not endorsed with the description of a particular tract of land, but the cancellations were in bulk from time to time for convenience. Your letter brings the first information I have of the suit.

"With regards, yours, etc.,

"M. BRAYMAN."

This is all I know of the subject-matter of the 2d cross-interrogatory; and Mr. Brayman's letter above is the source from whence I have derived that knowledge.

Third cross-interrogatory. State anything else you may know respecting the execution of said deed and the manner of the execution of said trust, by the said trustees, so far as you may know the same, fully and particularly.

Answer. I know nothing further than what I have stated in answer to the direct & cross-interrogatories.

Re-direct examination:

96 First interrogatory. What is your opinion of the character and reliability of M. Brayman, to whom you refer, and a copy of whose letter you profess to give, in your answer to the first and second cross-interrogatories.

Answer. I had the most implicit confidence in Mr. Brayman in every relation till some time in 1870, when that confidence was materially shaken. I have no doubt, however, that the copy he sent me in his letter of 23d August, 1872, above mentioned, of the report of John Moore, is a correct and true copy of that report.

JOHN WILSON.

And then offered and gave evidence tending to prove facts specially found in its special finding hereinafter set forth, respecting the execution of the said deed of November 25, 1859, from the said trustees to said Hamilton, and thereupon, on said evidence, the court, pursuant to the act of March 3d, 1865, made the following special finding:

Special finding of the court.

United States circuit court, eastern district of Missouri, September term, 1873.

BLAKELEY WILSON, PLAINTIFF,
vs.
PETER BOYCE, DEFENDANT.

This is an action of ejectment for a tract of land in Scott County, in this State. A jury trial was waived, and the cause tried by the court. The court finds specially the following facts: The tract in dis-

97 pute is part of a large body of land acquired by the State of Missouri under the act of Congress entitled "An act granting the right of way and making a grant of land to the States of Arkansas Missouri, to aid in the construction of a railroad from a point on the Mississippi, opposite the mouth of the Ohio River, via Little Rock, to the Texas boundary, near Fulton, in Arkansas, with branches to Fort Smith and the Mississippi River," approved February 9th, 1853. The lands thus granted by the act of Congress were afterwards granted by the State to the Cairo & Fulton Railroad Company of Missouri by act

of the general assembly of February 20, 1855. The plaintiff and defendant each claims under the Cairo and Fulton Railroad Company of Missouri, as a common source of title, in which company it is stipulated by the parties the title vested.

The plaintiff claims to have derived the title of the Cairo & Fulton Railroad Company of Missouri by means of the following instruments:

1. A deed from the Cairo & Fulton R. R. Co., of date May 23d, 1857, to John Moore, John Wilson, and Albert G. Waterman, in trust, with power of sale. This deed bears date 23d of May, 1857, though the resolution of the board, which is the authority on which this deed rests, was made the 8th of March, 1858, and the certificates of acknowledgment of the grants are dated respectively April 30th, May 7 and 14, 1868.

2. An instrument purporting to be a deed from Moore, Wilson, & Waterman, trustees, of date November 25th, 1859, to one H. S. Hamilton.

This deed is as follows:

Scott County record-book No. 13.

Know all men by these presents that we, John Moore and John
98 Wilson, of the State of Illinois, and Albert G. Waterman, of the State of Pennsylvania, trustees upon certain trusts created and limited by a certain deed made between us and the Cairo and Fulton Railroad Company of Missouri, bearing the date of the 23d day of May, 1857, and a second deed bearing the date of the 6th day of October, 1858, in consideration of the sum of seventy-one thousand five hundred & seventy & $\frac{65}{100}$ dollars, to us paid by Hiram S. Hamilton, of the State of Illinois, the receipt of which is acknowledged, and in execution of said trust, do hereby grant, bargain, and sell unto the said Hiram S. Hamilton, of the State of Illinois, the lands described as follows, viz: The

Parts of section.	Section.	Towns.	Range.	Acres.	Hundredths.
S. E. ¼ of N. W. ¼	2	26 N.	13 E.	15	24
E. ½ of S. W. ¼	2	26 N.	13 E.	21	92
S. E. ¼, fractional bet. 46 & 1093	26	27 N.	13 E.	7	64
E. ½ of N. E. ¼	4	26 N.	14 E.	86	14
N. W. ¼	4	26 N.	14 E.	172	43
N. ½ of S. E. ¼	4	26 N.	14 E.	80	00
N. E. ¼ of S. W. ¼	4	26 N.	14 E.	40	00
Part of section not covered by claim	32	26 N.	14 E.	21	95
S. W. ¼ of S. E. ¼	12	27 N.	14 E.	40	00
E. ½ of N. E. ¼	20	27 N.	14 E.	80	00
N. W. ¼ of N. E. ¼	20	27 N.	14 E.	40	00
E. ½ of S. E. ¼	20	27 N.	14 E.	80	00
S. W. ¼	20	27 N.	14 E.	160	00
N. ½ of N. W. ¼	22	27 N.	14 E.	80	00
W. ½ of S. E ¼	22	27 N.	14 E.	80	00
S. W. ¼	22	27 N.	14 E.	160	00
E. ½ of S. W. ¼	26	27 N.	14 E.	80	00
N. E. ¼ of N. E. ¼	28	27 N.	14 E.	40	00
W. ½ of N. E. ¼	28	27 N.	14 E.	80	00
N. W. ¼	28	27 N.	14 E.	160	00
S. E. ¼ of S. E. ¼	28	27 N.	14 E.	40	00
E. ½ of S. W. ¼	28	27 N.	14 E.	80	00
N. W. ¼ of S. W. ¼	28	27 N.	14 E.	40	00
N. ½ lot 1 of N. W. ¼	30	27 N.	14 E.	40	00
W. ½ of N. E. ¼	34	27 N.	14 E.	80	00
N. W. ¼	34	27 N.	14 E.	160	00
E. ½ of S. W. ¼	8	27 N.	15 E.	80	00
99 N. E. ¼ of S. W. ¼	10	27 N.	15 E.	40	00
S. ½ lots 1 & 2 of N. W. ¼	18	27 N.	15 E.	73	05
S. W. ¼	18	27 N.	15 E.	144	72
W. ½ of N. E. ¼	20	27 N.	15 E.	80	00
N. E. ¼ of N. E. ¼	20	27 N.	15 E.	40	00

Parts of section.	Section.	Towns.	Range.	Acres.	Hundredths.
W. ½ of S. W. ¼	20	27 N.	15 E.	80	00
E. ½	22	27 N.	15 E.	320	00
S. E. ¼ of S. W. ¼	22	27 N.	15 E.	40	00
S. E. ¼ of N. W. ¼	28	27 N.	15 E.	40	00
S. E. ¼ of N. E. ¼	32	27 N.	15 E.	40	00
Lots 1, 2, 5, & 6 of N. E. ¼	1	27 N.	13 E.	348	97
W. ½ lots 3 & 4 of N. E. ¼	1	27 N.	13 E.	80	00
Lots 1, 2, 5 & 6 of N. W. ¼	1	27 N.	13 E.	376	21
W. ½ lot 3 of N. W. ¼	1	27 N.	13 E.	40	00
E. ½ lot 4 of N. W. ¼	1	27 N.	13 E.	40	00
W. ½ of S. E. ¼	1	27 N.	13 E.	80	00
S. W. ¼	1	27 N.	13 E.	160	00
W. ½ of lot 6 of N. E. ¼	13	27 N.	13 E.	65	50
Lots 1 & 2 of N. W. ¼	3	27 N.	13 E.	160	00
E. ½ lot 3 of N. W. ¼	3	27 N.	13 E.	40	00
E. ½ lot 6 of N. W. ¼	3	27 N.	13 E.	69	28
S. W. ¼	3	27 N.	13 E.	160	00
N. E. ¼ of N. E ¼	11	27 N.	13 E.	40	00
S. E. ¼	15	27 N.	13 E.	160	00
N. E. ¼ of S. W. ¼	15	27 N.	13 E.	40	00
S. W. ¼ of S. W. ¼	15	27 N.	13 E.	40	00
N. W. ¼ of	27	27 N.	13 E.	160	00
N. ½ of S. W. ¼	27	27 N.	13 E.	80	00
N. E. ¼ of N. E. ¼	11	28 N.	13 E.	40	00
N. W ¼ of S. E. ¼	11	28 N.	13 E.	40	00
S. W ¼ of S. W. ¼	15	28 N.	13 E.	40	00
W. ½ of N. E. ¼	17	28 N.	13 E.	80	00
E. ½ of N. W. ¼	17	28 N.	13 E.	80	00
N. W. ¼ of N. W. ¼	17	28 N.	13 E.	40	00
S. E. ¼ of S. E. ¼	17	28 N.	13 E.	40	00
W. ½ of S. E. ¼	17	28 N.	13 E.	80	00
S. W. ¼ of N. W. ¼	21	28 N.	13 E.	40	00
S. E. ¼ of S. E. ¼	21	28 N.	13 E.	40	00
W. ½ of S. E. ¼	21	28 N.	13 E.	80	00
S. W. ¼	21	28 N.	13 E.	160	00
N. E. ¼ of N. E. ¼	29	28 N.	13 E.	40	00
S. ½ of N. W. ¼	29	28 N.	13 E.	80	00
S. ½ lot 2 of N. W. ¼	31	28 N.	13 E.	39	36
Lot 1 of S. W. ¼	31	28 N.	13 E.	80	00
N. ½ lot 2 of S. W. ¼	31	28 N.	13 E.	39	85
N. E. ¼ of N. W. ¼	35	28 N.	13 E.	40	00
Lot 1 of N. E. ¼	1	27 N.	14 E.	79	75
E. ½ of lots 2 & 3 of N. E. ¼	1	27 N.	14 E.	79	75
Lots 6 & 7 of N. W. ¼	1	27 N.	14 E.	126	61
Lots 1, 2 & 3 of N. E. ¼	3	27 N.	14 E.	241	20
W. ½ of lot 4 of N. E. ¼	3	27 N.	14 E.	40	20
W. ½ and S. E. ¼	3	27 N.	14 E.	853	41
W. ½ lots 1 & 2 N. E. ¼	5	27 N.	14 E.	80	05
Lots 3, 4, 5 & 6 of N. E. ¼	5	27 N.	14 E.	356	47
Lots 1, 2 & 3 of N. W. ¼	5	27 N.	14 E.	242	16
100 E. ½ lots 4 & 5 of N. W. ¼	5	27 N.	14 E.	81	22
S. ½	5	27 N.	14 E.	320	00
W. ½ of S. E. ¼	7	27 N.	14 E.	80	00
S. W. ¼	7	27 N.	14 E.	187	00
S. W. ¼ of N. W. ¼	9	27 N.	14 E.	40	00
N. W. ¼ of S. W. ¼	9	27 N.	14 E.	40	00
W. ½ of N. W. ¼	11	27 N.	14 E.	80	00
N. E. ¼	15	27 N.	14 E.	160	00
S. E. ¼ of N. E . ¼	17	27 N.	14 E.	40	00
S. ½	17	27 N.	14 E.	320	00
W ½ lot 2 of N. W ¼	5	28 N.	14 E.	39	66
W. ½ of S. E. ¼	5	28 N.	14 E.	42	37
E. ½ of S. E. ¼	7	28 N.	14 E.	61	28
E. ½ of N. E. ¼	9	28 N.	14 E.	80	00
S. W. ¼ of N. E. ¼	9	28 N.	14 E.	40	00
S. E. ¼	9	28 N.	14 E.	160	00
E. ½ of S. W. ¼	9	28 N.	14 E.	80	00
S. W. ¼ of S. W. ¼	9	28 N.	14 E.	40	00
S. E. ¼ of N. W. ¼	15	28 N.	14 E.	40	00
W. ½ of N. W. ¼	15	28 N.	14 E.	80	00
E. ½ of S. W. ¼	15	28 N.	14 E.	80	00
N. W. ¼ of S. W. ¼	15	28 N.	14 E.	40	00
W. ½ of N. E. ¼	19	28 N.	14 E.	80	00
S. ½ lots 1 & 2 of N. W. ¼	19	28 N.	14 E.	80	44
N. W. ¼ of S. E. ¼	19	28 N.	14 E.	40	00
S. ½ lot 1 of S. W. ¼	19	28 N.	14 E.	40	00
N. ½ lot 2 of S. W. ¼	19	28 N.	14 E.	40	12
E. ½ of N. E. ¼	21	28 N.	14 E.	80	00
E. ½ of S. E. ¼	21	28 N.	14 E.	80	00
W. ½ and N. E. ¼	27	28 N.	14 E.	480	00

Parts of section.	Section.	Towns.	Range.	Acres.	Hundredths.
W. ½ of S. E. ¼	27	28 N.	14 E.	80	00
S. E. ¼ of S. W. ¼	29	28 N.	14 E.	40	00
All of	31	28 N.	14 E.	640	58
E. ½	33	28 N.	14 E.	320	00
E. ½ of N. W. ¼	33	28 N.	14 E.	80	00
W. ½ of N. E. ¼	35	28 N.	14 E.	80	00
W. ½ of N. W. ¼	35	28 N.	14 E.	80	00
Lots 1 & 7 of N. E. ¼	5	27 N.	15 E.	127	55
W. ½ lot 2 of N. E. ¼	5	27 N.	15 E.	40	00
Lot 7 of N. W. ¼	5	27 N.	15 E.	42	35
E. ½ lot 1 of N. W. ¼	5	27 N.	15 E.	39	36
W. ½ lots 4 & 5 of N. W. ¼	5	27 N.	15 E.	76	57
S. E. ¼	5	27 N.	15 E.	160	00
E. ½ of S. W. ¼	5	27 N.	15 E.	80	00
E. ½ of N. E. ¼	7	27 N.	15 E.	80	00
N. ½ lot 2 of N. W. ¼	7	27 N.	15 E.	34	37
S. W. ¼ of N. E. ¼	19	28 N.	15 E.	40	00
E. ½ of S. W. ¼	29	28 N.	15 E.	80	00
N. E. ¼	21	26 N.	14 E.	160	00
E. ½ of S. E. ¼	27	27 N.	14 E.	80	00
W. ½ and N. E. ¼	15	26 N.	14 E.	480	00
S. W. ¼ of S. E. ¼	15	26 N.	14 E.	40	00
N. ½ of S. W. ¼	9	26 N.	14 E.	80	00
S. E. ¼ of S. W. ¼	9	26 N.	14 E.	40	00

101 lying and being in the county of Scott, State of Missouri, and containing, according to the United States survey, fourteen thousand three hundred and fourteen $\frac{73}{100}$ acres, reserving, however, the right of way to the said railroad company, one hundred feet wide, where the track of said railroad has been or may laid over said land. To have and to hold to him, the said Hiram S. Hamilton, and his heirs and assigns, forever, to his and their own proper use and behoof. In witness whereof we have set our hands and seals this twenty-fifth day of November, 1859.

(Signed) JOHN MOORE. [SEAL.]
JOHN WILSON. [SEAL.]
A. G. WATERMAN. [SEAL.]

UNITED STATES OF AMERICA,
State of Illinois, County of Sangamon:

I, George Teasdale, a commissioner of deeds for the State of Missouri, residing in said county and State, duly appointed and *and* qualified to take acknowledgments of deeds, *or* do hereby certify that, on this day appeared John Moore, John Wilson, and Albert G. Waterman, trustees, personally known to the same whose names are subscribed to the foregoing instrument, and acknowledged that they have signed, sealed, and delivered the same as their free act and deed, for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and official seal this 25th day of November, in the year A. D. 1859.

[L. S.] G. R. TEASDALE,
Comr. for the State of Missouri, Springfield, Ills.

APRIL 4, 186 .

Received and recorded this foregoing deed and certificate.

A. S. HENDERSON,
Clerk & ex-officio Recorder,
By his deputy, JOHN HENDERSON.

102 STATE OF MISSOURI,
County of Scott, ss:

I, George W. Arnold, clerk of the circuit court and ex-officio recorder of deeds within and for the said county of Scott, do certify the above and foregoing instrument of writing to be a full, true, and correct copy of a certain instrument or deed of conveyance appearing now upon record in this office, in record-book No. 13, on pages 456, 457, 458, 459, & 460 of the records of deeds and land-titles of this county.

In testimony whereof I hereunto set my hand, with the official seal of said circuit court. Done at office, in Commerce, this April 5th, 1872.

[SEAL.] GEORGE W. ARNOLD,
Clerk & ex-officio Recorder.

The validity of the execution of this deed is contested by the defendant.

3. A deed bearing date March 29, 1860, from H. S. Hamilton to Walter A. Stevens.

4. A deed, of date November 23d, 1860, from Walter A. Stevens to Blakeley Wilson, the plaintiff.

The defendant, who is tenant in possession, claims that Thomas Allen, his landlord, has derived the title of the Cairo and Fulton Railroad Company of Missouri, by means of two certain statutory mortgages upon its property by the railroad company, and by the proceedings that were subsequently had for the foreclosure of said mortgages. The first of the two mortgages was created under the act of the general assembly entitled "An act to expedite the construction of the Cairo & Fulton Railroad of Missouri," passed December 11, 1855. The first section of the act made provision for the issuing of the bonds of the State and
103 the delivery of them to the railroad company, to aid the company in the building of its road. The second section forbade the delivery of the State bonds to the company until the acceptance thereof should be signified to the secretary of state by a certificate of the company filed in the secretary's office. The third section provides that " Each certificate of acceptance so executed and filed as aforesaid shall be recorded in the said office of the secretary of state, and shall thereupon become and be, according to all intents and purposes, a mortgage of the road, and every part and section thereof, and its appurtenances, to the people of this State for securing the payment of the principal and interest of the sums of money for which such bonds shall from time to time be issued and accepted as aforesaid." State bonds amounting to 250,000 dollars were delivered to the railroad company under this act. These bonds were delivered as follows: August 5th, 1857, $100,000; October 17th, 1857, $80,000; and December 1, 1858, $70,000. The second of the two mortgages arose under the act of the 3d of March, 1857, entitled "An act to amend an act to secure the completion of certain railroads in this State, and for other purposes," approved December 10th, 1855. By the 20th section of the act there was " granted to the Cairo and Fulton Railroad Company an additional loan of four hundred thousand dollars;" by the 17th section it was provided that "All bonds issued under the provisions of this act shall con-
104 stitute a first lien or mortgage upon the road and property of the several companies so receiving them, in the same manner as provided by the act approved February 22d, 1851, to expedite the construction of the Pacific Railroad, and of the Hannibal and St. Joseph Railroad, and the acts approved December 10, 1855, of which this is amendatory."

On the 19th of October, 1857, the board of directors adopted a resolu-

tion accepting the provisions of the act of 3d of March, 1857, as required by the 16th section of the act, and afterwards in due time filed a copy of it in the secretary's office, and thereupon the amount of bonds granted by the act were issued and delivered to the railroad company, and the company in due form filed in the secretary of state's office the certificates of acceptance required by the 4th section of the act of 22d February, 1851. The railroad company made default in the payment of the interest on these bonds, and remaining in default for a number of years, the general assembly passed the act of 19th of February, 1866, called the "Sell-out law," (laws of adjourned session of 1866, p. 108,) by which provision was made for the foreclosure of mortgages and for the sale of the mortgaged property. Pursuant to the provisions of the act just cited, a sale of everything that belonged to the railroad company in foreclosure of these mortgages was made, at which the State became the purchaser, and the State thereupon resold to McKay, Reed, Vogel and Simmons, who afterwards sold and conveyed to Allen, the defendant's landlord. The concession was made by the plaintiff's counsel in the progress of the trial, that if the State's mortgages covered the property in dispute, the defendant's landlord had, by means of the proceedings shown in evidence, acquired a good title. As the defendant contests the validity of the deed of Moore, Wilson and Waterman,
105 trustees, dated November 29, 1859, to H. S. Hamilton, the court finds from the evidence the following facts in reference to the deed of trust from the Cairo and Fulton Railroad Company, dated May 23d, 1857, to the said Moore, Wilson, & Waterman, and the said deed, or what purports to be such, from the said trustees to the said Hamilton.

On the eighth day of March, 1858, the Cairo and Fulton Railroad Company, by its board of directors, passed the following resolution:

"Resolved, that the president prepare and execute in behalf of this company a proper deed of trust of four hundred thousand acres of its lands, together with its railroad, subject to the prior lien of the State of Missouri, in respect of said railroad, for the securing of its payment of its sixteen hundred bonds of one thousand dollars each, with their interest, as is provided in said bonds, bearing date May the 23d, A. D. 1857, and that in the delivery of said deed of trust to the trustees named in said bonds, and its due execution, he shall cause the same to be recorded and its provisions carried into effect.

"And on the 28th day of August, A. D. 1858, the directory of the corporation passed the following resolution:

"Ordered that the president cause to be executed and delivered a deed of trust, executed in behalf of this company, dated May 23d, 1857, which shall include and comprise all the remaining lands of this company, heretofore or hereafter to be acquired, with provision therein for further securing the payment of the interest and principal of the sixteen hundred bonds of this company heretofore authorized to be issued."

The deed of the company by its president was, under the resolution aforesaid, made to John Moore and John Wilson, of the State of
106 Illinois, and Albert G. Waterman, of the State of Pennsylvania, as trustees, the deed being dated 23d May, 1857, and recites that whereas the said parties of the first part, for the purpose of raising funds from time for the construction, furnishing, and completion of their railroad, as surveyed and established under and by virtue of the laws of Missouri, propose to issue and deliver from time to time, as may be necessary, their bonds or obligations in the aggregate of one million six hundred thousand dollars and interest, for the better securing and more sure payment of the said bonds conveyed to

the said parties of the second part and the survivor, etc., of them, lands and real estate described and set forth in a schedule thereunto annexed, marked and numbered on pages one to fifty-two, inclusive, and made part and parcel thereof, being public lands, free from incumbrance and held by the said parties of the first part by absolute title in fee-simple under letters-patent from the United States of America, and the State of Missouri, and lying along and contiguous to the railroad of said parties of the first part, to aid in the construction, completion, furnishing, and maintainance of their said railroad, amounting in quantity to 400,000 acres of land. And also all and singular the several pieces or parcels of land, being the roadway, stations, and depots of the railroad of the said parties of the first part, from the Mississippi River, at the mouth of the Ohio, to the southern boundary of the State of Missouri, being in length about seventy-seven and a half miles, and all and singular the station and depot buildings, engine-houses and other improvements and constructions therein, now made or here-
107 after to be made, together with all and singular the emoluments, income, and advantages, tenements, hereditaments, and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, etc., etc.: To have and hold, etc., subject, however, with respect to said railroad, and every part and section thereof and its appurtenances to a prior, first, and only present lien in the nature of a mortgage in favor of the State of Missouri, made to secure and indemnify said State against the payment of such bonds or obligations as said State may from time to time issue and deliver to the said parties of the first part to aid in the construction of said road, under and by virtue of the provisions of two several acts of the general assembly of said State of Missouri, entitled and approved as follows: "An act to expedite the construction of the Cairo and Fulton Railroad of Missouri," passed December 11th, A. D. 1855, and also, "An act to amend an act to secure the completion of certain railroads in this State, and for other purposes," approved December 10th, 1855, approved March 3d, 1857. The amount of said bonds or obligations so to be executed and delivered by said State, and to secure the payment of which by the said parties of the first part the said lien or mortgage is created in favor of said State, not to exceed the sum of six hundred and fifty thousand dollars, with the interest thereon at the rate of six per cent. per annum, as by reference to said several acts above recited will more fully appear; it being specially declared and provided that nothing herein contained shall have effect or operate as a lien upon said railroad, nor any part nor section thereof, nor its appurtenances, prior to or in derogation of, or in anyway interfering with, the lien of the said State
108 under the law above recited, but that the same shall remain subject in all respects to the full operation of said acts, according to their true intent and meaning, as if this indenture had not been executed. On the payment of the bonds the trust was thereby to end and determine. The deed contains the further stipulations and provisions: First. The actual possession, use, management, and control of the said railroad, with appurtenances, to remain with the parties of the first part so long as the conditions of the said bonds shall remain without default or forfeiture. Second. That from and after the due execution and delivery of this instrument, the said lands shall be deemed and taken to be in the legal possession and control of the said parties of the second part, as in case of absolute title in fee-simple, with full covenants of seizin and warranty, subject only to such occupancy and right of way and the right to take timber and other materials from any part or parcel thereof as

may be necessary in the construction, maintainance, and operation of the railroad of the said parties of the first part, and the branches and connections thereto. The said parties of the first part shall, with as little delay as practicable, furnish to the parties of the second part maps, plats, schedules, and lists of the lands granted, etc., and a list of their valuation, for their information, it being provided that such valuation shall not be less in the aggregate than two millions of dollars, being an average price of five dollars per acre. Third. That the parties of the second part, having first been provided with proper maps, schedules, etc., as aforesaid, and fixed therein lists of valuation or selling-prices, shall and will grant, bargain, sell, and convey to all persons, bodies politic or corporate applying for the purchase of any of the lands and premises above mentioned, making and tendering payment therefor. Such sales may be for cash or bonds of the said parties of the first part, part and parcel of the same bonds hereinbefore referred to, or partly for each, upon such credits and at such rates of interest as the said party of the second part may determine. Fourth. The purposes of this trust being to secure to the holders thereof the payment of the sixteen hundred bonds aforesaid, with the interest thereon, it is hereby provided and declared that each and every tract of land comprised in the schedule hereto annexed and herein conveyed now is and shall remain subject to the liabilities and uses of this trust until released and discharged as hereinafter provided, that is to say, on the execution of any deed to which any purchaser may become entitled, the said parties of the second part may require from such purchaser bonds of the said parties of the first part to the full amount of the purchase price of the lands sold; or if all or any portion of said amount shall have been or shall then be paid in money, it shall be the duty of the said parties of the second part to purchase therewith sufficient bonds to bring to their own account of each tract sold, bonds in amount equal to the purchase-money thereof, so that in no case shall any tract of land be conveyed by deed of the said parties of the second part without the surrender and consequent discharge of such bonds to the full amount of the purchase-money aforesaid, etc. Section five provided for the cancellation and discharge of bonds and interest-warrants thereon, received in payment for lands, so that the sale of lands and the cancellation of bonds should proceed pari passu, and the conveyances to operate as an acquittance of the particular tract or tracts so conveyed, and to vest in the purchaser an absolute and indefeasible title in fee-simple. It is further provided in said deed that the monies coming to the hands of the trustees shall, after payment of the expenses attending the trust, be applied to the payment of taxes, to the payment of any arrears upon interest-warrants, and to the redemption of the principal of the bonds; and also if default be made in the payment of the bonds it would be lawful for the trustees to sell the lands remaining undisposed of at public sale, in the manner pointed out in the deed, and to take possession of the railroad and its appurtenances intended to be included in said deed, and occupy, control, and operate the same, and take and receive the income thereof; but such possession and control should not be deemed or held to contravene any right of the State of Missouri by virtue of the several acts therein referred to. No lien or right of sale was thereby created or intended to be created in behalf of the trustees, nor of the holders of bonds, nor any creditors of the corporation with respect to said railroad, nor any matter or thing pertaining or belonging thereto, which should interfere with, take precedence of, or disturb in any way the right of the State of Missouri, as created and defined in the

several acts of the general assembly thereof, thereinbefore refer
the provisions of which acts had been duly accepted by the said
of the first part as binding irrevocably upon the said company,
fixing upon said railroad a first prior and undisturbed lien in fa
said State of Missouri.

This trust-deed, which was duly executed by M. Brayman, the
dent of the company, the Cairo and Fulton Railroad Company of
souri, attested by the seal of the corporation, with the signatu
111 G. R. Teasdale, secretary of the company, and also by the trus
John Moore, John Wilson, and A. G. Waterman. This deed
acknowledged by Mr. Brayman before Geo. W. Lowry, clerk of the
cuit court of the United States for the southern district of Illinois.
execution of the deed was acknowledged by Mr. Wilson and Mr. Mo
two of the trustees, in the city of Springfield, before Mr. Lowry, ou
7th day of May, A. D. 1858, and by the remaining trustee, A. G. Wa
man, on the fourteenth day of May, 1858, in the city of Philadelph
before Benjamin Patton, clerk of the circuit court of the United Sta
for the eastern district of Pennsylvania.

Following the schedule of lands making part of the deed is the f
lowing language: "The above-mentioned deed of trust was, immed
ately after its acknowledgement and delivery, duly recorded in th
several counties of the State of Missouri in which the land conveye
by it was situated." On the 25th day of November, 1859, the sai
trustees, by deed, upon its face duly executed and acknowledged
conveyed a large body of these trust-lands to Hiram S. Hamilton, in
cluding the lands in controversy. The facts in respect to the deed o
25th day of November, 1859, to Hamilton, are as follows: Waterman,
one of the trustees, resided in Philadelphia; Wilson's residence was in
Chicago, but much of his time he was in Washington; Moore lived about
60 miles from Springfield, Illinois, where the principal office of the Cairo
and Fulton Railroad Company was located, and where the president of
the company, Mason Brayman, resided. To enable the president prompt-
112 ly to discharge the duties of his position, and to convey the lands
of the company as fast as they were sold and paid for, Wilson
and Waterman, two of the trustees of said company, ad'ressed
the following to their cotrustee, John Moore, to wit:

"CAIRO AND FULTON RAILROAD COMPANY OF MISSOURI.
"TRUSTEES' OFFICE,

"Hon. JOHN MOORE, *Trustee, etc.:*

"DEAR SIR: For convenience in executing deeds of lands held by us (with yourself) in trust, etc., for the above-named company, we sign such deeds in blank, with the understanding that they shall remain in the custody of the president of our board of trustees, subject to your order, and that on your being satisfied that the terms of the deed of trust are complied with, with respect to the cancellation of bonds, such deeds may be executed and delivered by you, and the officer taking acknowledgment thereof is authorized to certify as to us of the same date upon all deeds so signed by us, and signed and shown him by you.

"JOHN WILSON,
"A. G. WATERMAN,
"*Trustees.*

"SPRINGFIELD, ILLINOIS, *July* 20, 1858."

Deeds for lands of the Cairo and Fulton Railroad Company were signed and sealed by Wilson, and also by Mr. Waterman, and placed in the hands of the president, Mason Brayman, to be completed by Gov. Moore when bonds sufficient to cover the price of the lands embraced by any such deed should be placed by Mr. Brayman in the hands of Gov. Moore for cancellation. The object of the trustees signing the deeds in this manner was to enable John Moore to complete them under the authority above given by filling the blanks acknowledging *my* signature and delivering them to the vendees. The aforesaid deed to Hamilton was made under the following circumstances: Brayman, Sexton, Teasdale, and McCrellis alone were present in Springfield, Illinois;
113 neither of the trustees was present, nor was Hamilton. Sexton was a director and superintendent of the company and brother-in-law to Hamilton. One of the printed blanks signed by the trustees was taken and, by Teasdale, secretary of the company, filled in with the date, name of grantee, amount of consideration, and description of lands purporting to be conveyed thereby. When thus filled up said Teasdale, who was a commissioner of deeds for Missouri, residing at Springfield, certified that Moore, Wilson, & Waterman appeared before him on that day, Nov. 25, 1859, and severally acknowledged the instrument. But this certificate was false, and neither of said trustees appeared before that officer or acknowledged the instrument. When thus certified the instrument was delivered by Teasdale to Sexton. No money was paid or bonds passed or delivered as the consideration for this deed. But in point of fact down to January, 1861, bonds had been cancelled by the trustees, or Moore acting for them, in the aggregate equaling the amount of all the sales of lands by the trustees, including the alleged sale to Hamilton. The present plaintiff had no notice of the foregoing facts relating to the manner of the execution of the said deed of Nov. 25, 1859, to Hamilton.

Upon the foregoing facts the court finds, as a conclusion of law, that the defendant is entitled to judgment; and the plaintiff then and there duly excepted.

Upon said finding rendered judgment in favor of the said defendants, and to which judgment of the court so rendering judgment in
114 favor of the defendant the plaintiff then and there duly excepted, and prays the court to sign and seal this, his bill of exceptions in the case, and which is done this 23d day of September, A. D. 1873.

JOHN F. DILLON, [SEAL.]
Presiding Judge.

In the above-entitled case it is hereby stipulated and agreed by and between the attorneys of the respective parties, that any and all of the acts of the general assembly of the State of Missouri, mentioned in the aforegoing bill of exceptions, and any acts referred to in said acts, and any other acts of the said general assembly, may be read on the hearing of the case in the supreme court from the printed volumes of the acts of the general assembly of the State, published and appearing to be published by authority of the said State, the same as if fully and particularly set forth in said bill of exceptions.

H. A. CLOVER,
Atty. for Plff.
DRYDEN AND DRYDEN,
Attys. for Defts.

And afterwards, in vacation of said circuit court, the plaintiff in error filed the following bond of appeal on March 2d, 1874:

Bond.

Know all men by these presents that we, Lamason Levering and Henry A. Clover, are held and firmly bound unto Lafayette McCrellis in the full and just sum of five hundred dollars, to be paid to the said Lafayette McCrellis, his heirs, executors, administrators, or assigns, to which
115 payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents, sealed with our seals, and dated this 28th day of February, in the year of our Lord one thousand eight hundred and seventy-four.

Whereas, lately, at the September term A. D. 1873, of the circuit court of the United States for the eastern district of Missouri, in a suit depending in said court between Blakeley Wilson, plaintiff, and Lafayette McCrellis, defendant, judgment was rendered against the said Blakeley Wilson, and the said Blakeley Wilson having obtained a writ of error of the said court to reverse the judgment in the aforesaid suit, and a citation directed to the said Lafayette McCrellis citing and admonishing him to be and appear at a Supreme Court of the United States to be holden at Washington the second Monday of October next:

Now, the condition of the above obligation is such that if the said Blakeley Wilson shall prosecute said writ to effect and answer all damages and costs if he fail to make good his plea, then the above obligation to be void; else to remain in full force and virtue.

L. LEVERING. [SEAL.]
HENRY A. CLOVER. [SEAL.]

Sealed and delivered in presence of—
Approved by—

SAMUEL TREAT,
Judge.

116 UNITED STATES OF AMERICA, *ss:*

[SEAL.] The President of the United States to the honorable the judges of the circuit court of the United States for the eastern district of Missouri, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said circuit court, before you, at the September term, 1873, thereof, between Blakeley Wilson, plaintiff, and Lafayette McCrellis, defendant, a manifest error hath happened, to the great damage of the said Blakely Wilson, as by his complaint appears: We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, D. C., on the second Monday of October next, in the said Supreme Court to be then and there held, that, the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein, to correct that error, what of right and according to the laws and customs of the United States should be done.

Witness the honorable Morrison R. Waite, Chief-Justice of the Supreme Court of the United States, this eighteenth day of February, in the year of our Lord one thousand eight hundred and seventy-four.

Issued at office, in the city of St. Louis, with the seal of the circuit court of the United States for the eastern district of Missouri, dated as aforesaid.

AUSTIN DRAKE,
Clerk C. C. U. S., Eastern Dist. Mo.,
By H. C. GEISBERG,
Deputy.

Allowed by—

SAMUEL TREAT, *Judge.*

117 UNITED STATES OF AMERICA,
Eastern District of Missouri, set:

In obedience to the within writ of error, I herewith transmit to the Supreme Court of the United States a duly-certified transcript of the record and proceedings in the within-entitled case, together with all things concerning the same.

Witness my hand, at office, in the city of St. Louis, in said district, this ninth day of April, A. D. 1874.

AUSTIN DRAKE,
Clerk U. S. Cir. Court, E. Dist., Mo.,
By H. C. GEISBERG,
Deputy.

(Indorsed:) 95. (O. S.) United States circuit court, eastern district of Missouri. Blakeley Wilson vs. Lafayette McCrellis. Writ of error to the circuit court of the United States for the eastern district of Missouri. Returned and filed , 187 . clerk.

118 The United States of America to Lafayette McCrellis, greeting

You are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at Washington, D. C., on the second Monday of October next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the eastern district of Missouri, wherein Blakeley Wilson is plaintiff in error, and you are defendant in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Samuel Treat, one of the judges of the circuit court of the United States for the eastern district of Missouri, this eighteenth day of February, in the year of our Lord one thousand eight hundred and seventy-four.

SAMUEL TREAT,
One of the Judges United States Circuit Court,
Eastern District of Missouri.

119 We hereby admit due service of the within citation this 17th day of April, 1874.

DRYDEN & DRYDEN,
Attys. of Record for Peter Boyce, Deft.
R. H. MUSSER,
Atty. of Record for Lafayette McCrellis, Deft.

(Indorsed:) 95. (O. S.) United States circuit court, eastern district of Missouri. Blakeley Wilson vs. Lafayette McCrellis. Citation. Filed , 187 . , clerk.

120 UNITED STATES OF AMERICA,
Circuit Court for the Eastern District of Missouri, ss:

I, Austin Drake, clerk of the circuit court of the United States in and for the eastern district of Missouri, do hereby certify the writing hereto annexed to be a transcript of the record and proceedings in case of Blakeley Wilson against Lafayette McCrellis (ejectment) as fully as the same remain on file and of record in said case in my office.

In witness whereof I hereunto subscribe my name and affix the seal of said court, at office, in the city of St. Louis, in said district, this ninth day of April, in the year of our Lord eighteen hundred and seventy-four.

[SEAL.] AUSTIN DRAKE, *Clerk.*
By H. C. GEISBERG, *Deputy.*

(Indorsed:) United States circuit court, eastern district of Missouri. Blakeley Wilson against Lafayette McCrellis. Duly-certified transcript of the record & proceedings in the above-entitled cause.

(Indorsement on cover:) No. 173. Blakeley Wilson, plaintiff in error, vs. Lafayette McCrellis. E. Missouri, C. C. U. S. Filed 5th May, 1874.

Supreme Court of United States.

No. 173.

BLAKELY WILSON, *Plaintiff*,

vs.

LAFAYETTE MCCRILLIS, *Defendant*.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES, FOR THE EASTERN DISTRICT OF MISSOURI.

STATEMENT OF THE CASE.

This is an action of ejectment to recover the possession of lands in Scott county, Missouri.

The plaintiff claims title under the Cairo & Fulton Railroad Company, to which corporation the lands in controversy were granted by the State.

The defendant, Peter Boyce, claims under his landlord Thomas Allen, who vouches title to the land by purchase, as hereafter set forth, of the same Cairo & Fulton Railroad.

The defendant Lafayette McCrillis stands upon his naked possession, asserting an outstanding title as against the plaintiff Blakely Wilson, and also perhaps a pretended deed from the Cairo & Fulton Railroad Company.

The case is that the lands in controversy were granted by the United States to the State of Missouri, by virtue of the act entitled "An Act granting the right of way, and making

a grant of land to the States of Arkansas and Missouri, to aid in the construction of a railroad from a point on the Mississippi opposite the mouth of the Ohio, via Little Rock, to the Texas boundary near Fulton, in Arkansas, with branches to Fort Smith and the Mississippi river," approved February 9th, 1853.—Compilation of the Railroad Laws, p. 5.

The State of Missouri granted the lands under and by virtue of an act of the General Assembly of the State, entitled "An Act to confirm the incorporation of the Cairo & Fulton Railroad Company of Missonri, and to apply to the construction of the same the grants of lands made to the State of Missouri by the Congress of the United States, and to accept said grant of land," approved February 20th, 1855.—Compilation of Railroad Laws, p. 55.

It is admitted of record that under this act of the Congress of the United States, and the act of the General Assembly of the State of Missouri, the title to the lands in controversy became vested in full and complete title in the corporation the Cairo and Fulton Railroad Company. That at the time and previous to commencement of the suit, the defendant was in possession of the tract of land described in the declaration. That the value of the monthly rents and profits of the land sued for was One Dollar, and the parcel and tract of land sued for was of the value of $2,500.

With reference to the act of the General Assembly of the State referred to, it is not material to speak of any of the provisions thereof, except to state that the fifth section of the act provides "that for the purpose of raising funds from time to time for the construction of the said railroad, the said Company may sell the said lands, in the manner provided by the said act of Congress, and may issue their bonds in such sums as they may deem proper, at rates of interest not exceeding seven per cent. per annum, payable semi-annually, and the principal of said bonds payable at such time and place as they may designate, and may secure the pay-

ment of said bonds by mortgage of said lands or any part thereof, to be executed by said Company, and may make the said bonds convertible into land or stock of the Company within such periods as they may prescribe. Provided, that the faith of the State is in no manner pledged for the redemption of said bonds or any part thereof.

The General Assembly of the State of Missouri, by an act which became a law on the 11th day of December, 1855, (Railroad Laws, p. 119, *et seq.*); and being entitled "An act to expedite the construction of the Cairo & Fulton Railroad of Missouri," enacted *inter alia* as follows:

Section *One*. As often as the Cairo & Fulton Railroad Company shall produce to the Governor of this State proof satisfactory to him of the total amount of money derived by such Company from the payment of *bona fide* stock subscriptions, or from other sources (other than State bonds) not creating or entitled to any lien on such road, and that said amount of money has been in good faith applied to surveying, locating, constructing and equiping of such road, it shall be the duty of the Governor to cause to be issued and delivered to such Company bonds of the State, in such form of bond as required by the former acts granting the State credit, bearing interest at a rate not exceeding six per cent. per annum, to an amount that together with the total amount of State bonds previously issued to said Company, under this or any former law, shall be equal to the amount so proved by such Companies as aforesaid, to have been expended from the stock and other resources of said Company not creating or entitled to any lien on such road. *Provided*, That the total amount of bonds issued or to be issued to said Company by the State under this law shall not exceed the sum of two hundred and fifty thousand dollars. *And provided*, That no part of said bonds shall be delivered to said Company until at least two hundred and fifty thousand dollars has been subscribed in good faith to the capital stock of said Company, and satisfactory proof made thereof

to the Governor. *Provided*, That none of said bonds, nor any part of the proceeds thereof, shall ever be approprieted to the payment of any debts already created by said Company, nor to any other purpose whatever than to the further prosecution of the work; and any disposition made of the same by said Company, or any of its agents, contrary to the provisions of this section, shall be null and void. *Provided further*, That nothing herein contained shall work a forfeiture of any *bona fide* sale of said bonds, made to convert the same into available means.

The second section of the law provides that no part of the said bonds shall be delivered to the said Companies or either of them until the acceptance thereof shall be signified to the Secretary of State, by filing in his office a certificate of such acceptance under the corporation seal of the Company thus accepting, and the signature of their President.

The third section provides that each certificate of acceptance so executed and filed as aforesaid, shall be recorded in the said office of the Secretary of State, and shall thereupon become and be according to all intents and purposes A MORTGAGE OF THE ROAD AND EVERY PART AND SECTION THEREOF AND ITS APPURTENANCES to the people of this State, for securing the payment of the principal and interest of the sums of money for which such bonds shall from time to time be issued and accepted as aforesaid.

The tenth section of the act provides that no part of the bonds so authorized as aforesaid shall be issued until full and satisfactory evidence shall be given to the Governor, and be approved by the Attorney General, that no prior lien or incumbrance has been created or exists ON THE SAID ROAD OR ITS APPURTENANCES except such lien as may have been created under this act.

And section eleven: In case the said Company shall make default in the payment of either interest or principal of said bonds or any part thereof, no more bonds shall thereafter be issued to said Company, and it shall be lawful for the Gov-

ernor to sell THE ROAD AND ITS APPURTENANCES by auction to the highest bidder, etc.

The facts are, as admitted and proven on the trial, that under this act bonds were from time to time delivered to the Company, acceptance thereof being signified to the Secretary of State by the filing in his office certificates of such acceptances under the corporate seal of the company, with the signature of the President of the Company, as required by the third section of the act above set forth, and to the full amount of two hundred and fifty thousand dollars as provided by the act, and which thereby created a statutory mortgage to that amount in favor of the State, of the road and every part and section thereof and its appurtenances. It may be added here that the State pledged its faith and credit by this act for the payment of the interest and redemption of the principal of said bonds so given to said Company to expedite the construction of its road.

Under the act of 11th of December, 1855, the Cairo & Fulton Railroad Company received the aid of the State credit to the full amount thereby authorized, namely, to the amount of two hundred and fifty thousand dollars, at the following times and in the following amounts:

Acceptance August 5, 1857, - -	$100,000
Acceptance October 17, 1857, - -	80,000
Acceptance December 1, 1858, - -	70,000

and the bonds so received constituted, to all intents and purposes, a mortgage of the road and every part and section thereof and its appurtenances to the people of the State, for securing the payment of the principal and interest of the sums of money for which said bonds were issued.

The foregoing mentioned act of the General Assembly, was the first act which granted the aid of the State to the Cairo and Fulton Railroad Company.

The State, however, had previously embarked in other such enterprises, and had granted its aid to other railroad corporations within its border.

By an act entitled "An Act to amend an Act to secure the completion of certain railroads in this State, and for other purposes," approved December 10, 1855, approved March 3, 1857, further State aid to the amount of four hundred thousand dollars was granted to the Cairo & Fulton Railroad Company (Railroad Laws, pp. 89 *et seq.*,) and the twentieth section of this last recited act provides as follows: "There is hereby granted to the Cairo & Fulton Railroad Company an additional loan of four hundred thousand dollars, to be drawn and expended as follows; Whenever evidence is presented, verified by affidavit of the President and two directors of said Company, that fifty thousand dollars have been expended from the private means of the Company, *not creating a lien on the road*, then the Governor shall issue bonds to the amount of one hundred thousand dollars to the Company, but no interest, discounts or commissions shall be calculated as part of the amount expended, so as to entitle the Company to said bonds."

The seventeenth section of the act provided: "All bonds issued under the provisions of this act shall constitute a first lien or mortgage UPON THE ROAD AND PROPERTY of the several Companies so receiving them, in the same manner as provided by the act approved February 22, 1851, "to expedite the construction of the Pacific Railroad and of the Hannibal & St. Joseph Railroad," and the act approved December 10, 1855, of which this is amendatory.

As this section provides that the bonds so issued should constitute a first lien or mortgage upon the road and property of the several Companies receiving them, *in the same manner* as provided by the acts of February 22, 1851, and December 10, 1855, it becomes necessary to refer to these acts to ascertain in what manner the bonds received should

constitute a first lien or mortgage upon the road and property of the Companies.

The act of February 22, 1851, (Compilation of Railroad Laws, pp. 60 *et seq.*,) provided for a loan of State bonds to the amount of two millions of dollars to the Pacific Railroad Company, and of one million and a half of dollars to the Hannibal & St. Joseph Railroad Company.

These loans were, as appears from the act, based upon the principle of loans by the State of its bonds in the amounts of fifty thousand dollars, from time to time, and as often as satisfactory evidence was produced to the Governor that like amounts of the private means of the Companies had been expended in the surveys, location and construction of their railroads, and in the case of the Pacific Railroad Company, no part of the said bonds were to be issued until at least one million and a half of dollars had been subscribed in good faith to the capital stock of the Company, and in the case of the Hannibal & St. Joseph Railroad five hundred thousand dollars or its equivalent had been so subscribed.

The fourth section of this act provided that the certificates of acceptance of the bonds as required by the act, should be recorded in the office of the Secretary of State, and should thereupon become and be, according to all intents and purposes, a mortgage of the road of the Company executing and filing their acceptance as aforesaid, *and every part and section thereof and its appurtenances*, to the people of this State for securing the payments of the principal and interest of the sums of money for which such bonds shall from time to time be issued and accepted as aforesaid.

The act further provides, by section nine, that the Companies shall provide for the punctual redemption of the bonds, and the tolls and income accruing from the roads when any portion thereof was constructed was pledged for the interest on the bonds. By section *ten*, no part of the bonds were to be issued until upon satisfactory evidence that

no prior lien or incumbrance had been created or existed *on the road* except such lien as might be created by the act; and the eleventh and final section provided that in default in the payment by the Companies of either interest or principal of the bonds, that it should be lawful for the Governor to sell the road and its appurtenances by auction, etc.

The act of December 10, 1855, (Railroad Laws, pp. 73 *et seq.*,) and which act is entitled "An Act to secure the completion of certain railroads in this State," has a lengthy preamble reciting the passage by the General Assembly of certain acts loaning the credit of the State to certain railroads, and that the amount so loaned, together with private subscriptions, is sufficient to complete the same, and that the State holds a statutory mortgage *upon each road*, which is a prior lien thereon; that it is deemed important to the interest of the State that the roads named should be completed, and that it appears that the State's prior lien is an impediment to the credit of the Companies in raising further large sums necessary to complete the roads, while the present loans with all the private stock as aforesaid *bound under* the State's prior lien will not amount to one-half the amount necessary to complete them. Therefore a further loan of the credit of the State was made to the Companies therein named to the aggregate of seven millions of dollars.

Section second of this act provides that the loan of the State's credit under this act shall be and it is hereby declared to be upon the condition of a first lien or mortgage as contained and reserved in the act of February 22, 1851, hereinbefore recited, and the same shall in all respects be held to be an extension of the loan of State credit under the said mortgage provisions securing the State in this as in the former loan upon the same equal and unrestricted basis as to each and every bond of the State so issued under said acts or either of them.

The whole scheme of this act further provided for new and additional security from the Companies therein named to

which State aid was granted, for the loan of its credit so made by the State, but it is to be especially noticed that by the twentieth section of this act the Pacific Railroad was thereby authorized to mortgage the south-west branch of its railroad, and to include in said mortgage all the lands granted by the Congress of the United States to the State of Missouri by the act of Congress approved June 10, 1852, and by the State of Missouri granted to the said Pacific Railroad for the construction of the said south-west branch, by an act approved December 25, 1852, to secure the payment of bonds authorized to be issued by the said Pacific Railroad to an amount not exceeding ten million dollars, which mortgage shall be a lien as well on the said lands and on the said south-west branch railroad, as the same may be at the date of such mortgage as on all additions, improvements, constructions, erections and appurtenances added to the same at any time after the date of the said mortgage.

Under the act of March 3, 1857, the Cairo & Fulton Railroad Company received the aid of the State credit to the full amount thereby authorized, namely, to the amount of four hundred thousand dollars, at the following times and in the following amounts:

Acceptance April 16, 1859, - -	$100,000
Acceptance July 25, 1859, - - -	$300,000

And the bonds so received constituted a first lien or mortgage upon the road and property of the Cairo & Fulton Railroad Company, in the same manner as provided by the act of February 22, 1851, and December 10, 1855, above referred to.

On the nineteenth day of October, 1857, the Cairo & Fulton Railroad Company, by its board of directors, adopted the following resolution:

"On motion made and seconded, the following order was adopted: *Ordered*, that this Company hereby accepts the

provisions of an Act to amend an Act to secure the completion of certain railroads in this State and for other purposes, approved December 10, 1855, approved March 3, 1858, so far as the same is applicable to said Company, intending to assume all the obligations and claim all the advantages, immunities and grants therein set forth."

On the eighth day of March, 1858, the Cairo & Fulton Railroad Company, by its board of directors, passed the following resolution:

"*Resolved*, That the President prepare and execute in behalf of this Company a proper deed of trust of four hundred thousand acres of its lands, together with its railroad, subject to the prior lien of the State of Missouri in respect of said railroad, for the securing of its payment of its sixteen hundred bonds of one thousand dollars each with their interest, as provided in said bonds, bearing date May the twenty-third, A. D. 1857, and that in the delivery of said deed of trust to the trustees named in said bonds and its due execution, he shall cause the same to be recorded and its provisions carried into effect."

And on the twenty-eighth day of August, A. D. 1858, the Directory of the Corporation passed the following resolution:

"Ordered that the President cause to be executed and delivered a deed of trust, executed in behalf of this Company, dated May 23d, 1857, which shall include and comprise all the remaining lands of this Company heretofore or hereafter to be acquired, with provision therein for further securing the payment of the interest and principal of the sixteen hundred bonds of this Company heretofore authorized to be issued."

The deed of the Company by its President was under the resolutions aforesaid, made to JOHN MOORE and JOHN WIL-

SON of the State of Illinois, and ALBERT G. WATERMAN, of the State of Pennsylvania, as trustees, the deed being dated 23d May, 1857, and recites that whereas the said parties of the first part, for the purpose of raising funds from time to time for the construction, furnishing and completion of their railroad as surveyed and established under and by virtue of the laws of the State of Missouri, propose to issue and deliver from time to time, as may be necessary, their bonds or obligations, in the aggregate of one million six hundred thousand dollars and interest, for the better securing and more sure payment of the said bonds conveyed to the said parties of the second part and the survivor or survivors, successor or successors of them, lands and real estate described and set forth in a schedule thereunto annexed, marked and numbered on pages one to fifty-two inclusive and made part and parcel thereof, being public lands, free from incumbrance, and held by the said parties of the first part by absolute title in fee simple under letters patent from the United States of America and the State of Missouri, and lying along and contiguous to the railroad of the said parties of the first part, to aid in the construction, completion, furnishing and maintenance of their said railroad, amounting in quantity to four hundred thousand acres of land. And also all and singular the several pieces or parcels of land, being the roadway, stations and depots of the railroad of the parties of the first part, from the Mississippi River, at the mouth of the Ohio, to the southern boundary of the State of Missouri, being in length about seventy-seven and a half miles, and all and singular the stations and depot buildings, engine houses and other improvements and constructions therein now made or hereinafter to be made, together with all and singular the emoluments, income and advantages, tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining and the reversion and reversions, etc., etc. To have and to hold, etc., subject however with respect to said railroad and every part and section

thereof and its appurtenances, to a prior first and only present lien in the nature of a mortgage in favor of the State of Missouri, made to secure and indemnify said State against the payment of such bonds or obligations as said State may from time to time issue and deliver to the said parties of the first part, to aid in the construction of the said road under and by virtue of the provisions of two several acts of the General Assembly of said State of Missouri, entitled and approved as follows: "An Act to expedite the construction of the Cairo and Fulton Railroad of Missouri," passed December 11th, A. D. 1855, and also "An Act to amend an Act to secure the completion of certain railroads in this State and for other purposes, approved December 10th, 1855," approved March 3d, 1857, the amount of said bonds or obligations so to be executed and delivered by said State, and to secure the payment of which by said parties of the first part, the said lien or mortgage is created in favor of said State not to exceed the sum of six hundred and fifty thousand dollars, with the interest thereon at the rate of six per cent. per annum, as by references to said several acts above recited will more fully appear, it being specially declared and provided that nothing herein contained shall have effect or operate as a lien upon said railroad nor any part nor section thereof nor its appurtenances, prior to or in derogation of, or in any way interfering with, the lien of the said State under the law above recited, but that the same shall remain subject in all respects to the full operation of said acts, according to their true intent and meaning, as if this indenture had not been executed.

On the payment of the bonds the trust was thereby to end and determine.

The deed contains the further stipulations and provisions:

First. The actual possession, use, management and control of the said railroad with appurtenances, to remain with

the parties of the first part so long as the conditions of the said bonds shall remain without default or forfeiture.

Second. That from and after the due execution and delivery of this instrument, the said lands shall be deemed and taken to be in the legal possession and control of the said parties of the second part as in case of absolute title in fee simple, with full covenants of seizure and warranty, subject only to such occupancy and right of way, and the right to take timber and other materials from any part or parcel thereof as may be necessary in the construction, maintenance and operation of the railroad of the said parties of the first part and the branches and connections thereto. The said parties of the first part shall with as little delay as practicable furnish to the parties of the second part maps, plats, schedules and lists of the lands granted, etc., and a list of their valuations for their information, it being provided that such valuations shall not be less in the aggregate than two millions of dollars, being an average price of five dollars per acre.

Third. That the said parties of the second part, having first been provided with proper maps, plats, schedules, etc., as aforesaid and fixed therein lists of valuation or selling prices, shall and will grant, bargain, sell and convey *to all persons, bodies politic and corporate* applying for the purchase of any of the lands and premises above mentioned, making and tendering payment therefor; such sales may be for cash or bonds of the said parties of the first part, part and parcel of the same bonds hereinbefore referred to, or partly for each, upon such credits and at such rates of interest as the said party of the second part may determine.

Fourth. The purposes of this trust being to secure to the holders thereof the payment of the sixteen hundred bonds aforesaid with the interest thereon, it is hereby pro-

vided and declared that each and every tract of land comprised on the schedule hereto annexed and herein conveyed, now is and shall remain subject to the liabilities and uses of this trust until released and discharged as hereinafter provided, that is to say, on the execution of any deeds to which any purchaser may become entitled, the said parties of the second part may require from such purchaser bonds of the said parties of the first part to the full amount of purchase price of the land sold; or if all or any portion of said amount shall have been, or shall then be paid in money, it shall be the duty of the said parties of the second part to purchase therewith sufficient bonds to bring to their own account of each tract sold, bonds in amounts equal to the purchase money thereof, so that in no one case shall any tract of land be conveyed by deed of the said parties of the second part without the surrender and consequent discharge of such bonds to the full amount of the purchase money aforesaid, etc.

Section five provided for the cancellation and dischargo of bonds and interest warrants thereon received in payment for land, so that the sale of lands and the cancellation of bonds should proceed *pari passu*, and the conveyances to operate as an acquittance of the particular tract or tracts so conveyed and to vest in the purchaser an absolute and indefeasible title in fee simple.

It is further provided in said deed that the moneys coming to the hands of the trustees shall, after payment of the expenses attending the trust, be applied to the payment of taxes, to the payment of any arrears upon interest warrants and to the redemption of the principal of the bonds, and also if default be made in the payment of the bonds, it would be lawful for the trustees to sell the lands remaining undisposed of at public sale, in the manner pointed out in the deed, and take possession of the railroad and its appurtenances intended to be included in said deed, and occupy,

control and operate the same and take and receive the income thereof, but such possession and control should not be deemed or held to contravene any rights of the State of Missouri by virtue of the several acts therein referred to. No lien or right of sale was thereby created or intended to be created in behalf of the trustees, nor of the holders of bonds, nor any creditors of the corporation with respect to said railroad, nor any matter or thing pertaining or belonging thereto which should interfere with, take precedence of, or disturb in any way the right of the State of Missouri as created and defined in the several acts of the General Assemby thereof, thereinbefore referred to, the provisions of which acts had been duly accepted by the said parties of the first part as binding irrevocably upon the said Company, and as fixing upon said railroad a first prior and undisturbed lien in favor of said State of Missouri.

It is not deemed necessary to set forth any other of the provisions of this trust deed, which was duly executed by M. Brayman, the President of the Cairo and Fulton Railroad Company of Missouri, attested by the seal of the Corporation, with the signature of G. R. Teasdale, Secretary of the Company, and also by the trustees, John Moore, John Wilson, and A. G. Waterman.

This deed was acknowledged by Mr. Brayman before George W. Lowry, Clerk of the Circuit Court of the United States for the Southern District of Illinois, and the certificate of Mr. Lowry is as follows:

UNITED STATES OF AMERICA, }
SOUTHERN DISTRICT OF ILLINOIS. } *ss.*

I, George W. Lowry, Clerk of the Circuit Court of the Southern District of Illinois, do hereby certify that on this thirtieth day of April, A. D. 1858, before me at my office in the city of Springfield, in said State, came Mason Brayman, the President of the Cairo & Fulton Railroad Company of Missouri, who is personally known to me to be the same

person whose name is subscribed to the foregoing instrument as a party thereto, and who, being by me duly sworn deposes and says that he resides in the city of Springfield in said State, that he is President of the said Cairo & Fulton Railroad Company of Missouri, that the seal affixed to the said instrument is is the corporate seal of said Company, and was affixed to the said instrument by authority of the Board of Directors of said Company for the uses and purposes therein expressed, and that he by like authority did subscribe his name as President of said Cairo & Fulton Railroad Company of Missouri.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal at the city of Springfield, the thirtieth day of April, 1858.

[L.S.]

GEO. W. LOWRY, *Clerk.*

The execution of the deed was acknowledged by Mr. Wilson and Mr. Moore, two of trustees, in the city of Springfield, before Mr. Lowry, on the seventh day of May, A. D. 1858, and by the remaining trustee, A. G. Waterman, on the fourteenth day of May, 1858, in the city of Philadelphia, before Benjamin Patton, Clerk of the Circuit Court of the United States for the Eastern District of Pennsylvania.

Following the schedule of lands making part of the deed, is the following language:

"The foregoing schedule of lands comprised on fifty-two pages contains, according to estimate, four hundred and five thousand (405,000) acres of land. The deed of trust which is made to secure the payment of the bonds therein referred to requiring a schedule of four hundred thousand (400,000) acres only, the surplus of five thousand (5,000) acres is added to cover any deficiencies which may occur from errors of description, conflicting claims, or other cause which may make necessary the withdrawal of any tract or tracts from the list, the uses of this excess being to enable the trustees

to release by quit claim (without cancellation of bonds) as in case of full conveyance under the provisions of the deed of trust, any tract or tracts on which error or conflicting claim rests without in any event reducing the quantity standing security for the redemption of bonds below four hundred thousand acres."

For verification of the foregoing schedule of lands and this declaration explanatory thereof, the signature of the President and Secretary and the seal of the [L.S.] said Cairo & Fulton Railroad Company of Missouri are hereto affixed as of the day and year first above written.

M. BRAYMAN, President, etc.

Attest: G. R. TEASDALE, Secretary.

The above mentioned deed of trust was immediately after its acknowledgment and delivery, duly recorded in the several counties of the State of Missouri in which the land conveyed by it was situated.

On the 25th day of November, 1859, the said trustees, by deed upon its face duly executed and acknowledged, conveyed a large body of these trust lands to Hiram S. Hamilton, including the lands in controversy.

On the 29th day of March, A. D. 1860, the said Hiram S. Hamilton conveyed the same lands so granted to him to Walter A. Stevens.

On the 23d day of November, 1860, the said Walter A. Stevens conveyed them to the plaintiff for the consideration of $11,896.16, who bought them after full examination of the record title to the lands, in good faith, upon full consideration, and without suspicion of anything against the integrity of his title, and so having bought the lands took possession of them, and has remained and continued in possession of the whole of the same, paying taxes thereon, until recently, when the defendants, without plaintiff's knowledge, he, plaintiff, being a non-resident of the State

and a resident of the State of New York, intruded and entered upon plaintiff's possession, and held the same until plaintiff was forced to his action of ejectment to recover possession of his property.

On the trial of the cause the defendant read in evidence the deposition of John Wilson, Esq., of Washington City, one of the trustees in the deed of trust referred to, the material and the whole material part of which is set out as follows. This deposition was taken in the city of Washington March 11th, 1873:

QUESTION—Look at the copy of the deed of trustees to Hiram S. Hamilton, and say whether or not you have any recollection of signing any deed or document similar to it in terms on or about the 25th of November, 1859:

ANSWER—I remember signing deeds for lands of the Cairo & Fulton Railroad Company similar in terms to the copy now shown me, whether on that date or not I cannot remember.

The witness continued—

"The residence of one of the trustees was in Philadelphia, Pennsylvania. My own residence was in Chicago, Illinois, and that of John Moore, the other trustee, was in Springfield Illinois, where the office of the Cairo & Fulton Railroad Company of Missouri was then located, Mason Brayman being the President, and George Teasdale, Secretary. To enable the President promptly to discharge the duties of his position, and to convey the lands of the Company as fast as they were sold and paid for, I and A. G. Waterman, two of the trustees of said Company, addressed the following to our co-trustee, John Moore, to-wit:

'TRUSTEES' OFFICE, CAIRO & FULTON
RAILROAD COMPANY OF MISSOURI.

'*Hon. John Moore, Trustee, etc.:*

'DEAR SIR—For convenience in executing deeds of lands held by us (with yourself,) in trust etc., for the above named Company, we sign such deeds *in blank*, with the understanding that they shall remain in the custody of the President of our Board of Trustees, *subject to your order*, and that, on your being satisfied that the terms of the deed of trust are complied with, with respect to the cancellation of bonds, such deeds may be executed and delivered by you, and the officer taking acknowledgment thereof is authorized to certify as to us of the same date upon all deeds so signed by us, and signed and shown him by you.

JOHN WILSON,
A. G. WATERMAN, *Trustees.*

SPRINGFIELD, Illinois, July 20, 1858.

"The Trustees had the most perfect confidence in Mason Brayman, President of the Company, and ex-officio President of the Board of Trustees; but yet determined to have a proper check upon him, by one of their own number, Gov. John Moore, whose thorough business talents were well known to his colleagues; and whose sterling honesty and incorruptible integrity had justly given him the appellation of "Honest John Moore." Deeds for lands of the Cairo & Fulton Railroad Company were signed and sealed by me, and I believe also by Mr. Waterman, and placed in the hands of the President, Mason Brayman, to be completed by Gov. Moore, when bonds sufficient to cover the price of the lands embraced by any such deed, should be placed by Mr. Brayman in the hands of Gov. Moore for cancellation.

"My recollection is, that when I signed those deeds, the places for the dates and names of the vendees, and consideration money was left blank. Whether there were any other

blanks I cannot positively remember, but I think there were not, The object of signing the deeds in this manner, was to enable John Moore to complete them under the authority above given, by filling the blanks, acknowledging my signature and delivering them to the vendees; and such is my confidence in him, that I am perfectly sure that every one of these deeds, signed and acknowledged by him, was for lands for which bonds of the Company had been paid in, and properly cancelled; and for which of course, the Company was thus fully paid. I have thus shown the manner of signing these deeds; and the disposition made of them by me; as to the when and where I signed them, I cannot now remember, whether it was in Chicago, New York, Washington or Springfield, being in the habit of transacting business for the Company in each of those cities. Personally, I know nothing of the delivery, except as above stated. I cannot say positively, as already stated, whether the tracts of land were inserted in said deeds, when signed and handed over by me, but think they were. I do not remember having personally acknowledged any of these deeds, though I may have done so.

"John Moore, my co-trustee, made a report of his transactions, dated January 12th, 1861, of which the following is a copy, to-wit:

SPRINGFIELD, January 12, 1861.

Mason Brayman, Esq., President Cairo & Fulton R. R. of Mo.:

SIR—I herewith submit a detailed statement of the number of bonds of the Cairo & Fulton Railroad of Missouri which have been received for lands sold by the trustees, and have been cancelled to the present date, as also the amount of coupons which have been cancelled, together with the number of acres of the Company's land sold, and the aggregate amount received therefor, to-wit:

Bonds Nos. 1 to 150 inclusive, $1,000 each, -	$150,000 00
Bonds Nos. 171, 192, 194, 195, 196, 321, 322, and 323 - - - - - - - -	8,000 00
Bonds Nos. 324, 325, 501, 502, 503, 508, 510, and 512 - - - - - - - -	8,000 00
Bonds Nos. 517 to 523, 527, 629 to 637, 618, 691 to 696, 698, 709, 710, 722, 726, 728 to 784, 741, 743 to 750 inclusive - - -	45,000 00
Bonds Nos. 769 to 774 and 778 - - -	7,000 00
	$210,000 00
547 Interest Coupons at $35 - - - -	19,000 00
Total cancellations - - - -	$237,000 00

Total trust and interest lands sold, 48,209 69–100 acres.
Total amount for which the lands were sold, $237,721 47.
Balance due to cancellation, $576 47.

JOHN MOORE,
Trustee C. & F. R. R. Co. of Mo.

"The document from which I have copied the above purports to be an original document sent to me by Mr. Brayman, President of the Company, in letter of August 23d, 1872.

"It is from this report alone that I know of the cancellation of these bonds issued by the Cairo & Fulton Railroad Company, under the terms of the trust deed, as against the land sold by the Company. The original of that report of Governor Moore I have never seen.

"The statement of John Moore, above copied in full, was sent me by Mason Brayman, President of the Cairo & Fulton Railroad Company of Missouri, and ex-officio President of the Board of Trustees, in a letter, of which the following is a copy, to-wit:

'DARTFORD, Wisconsin, August 13, 1873.

'*Hon. John Wilson:*

'DEAR SIR—Yours of the 8th finds me here after much delay. I send you a copy of an original signed by you and Mr. Waterman, in my possession, which was the authority under which Col. Moore and myself acted in making sales. The particular *mode* has, I observe, escaped your memory.

'I also inclose a copy or Col. Moore's report, or certificate of bonds cancelled, *covering all sales down to January 12th*, 1861, *including, of course, the Hamilton sale. This shows faithful compliance, on his part, with the terms of the paper given by you and Mr. Waterman. In cancelling, however,* each bond was not indorsed with the description of a particular tract of land, but the cancellations were in bulk from time to time, for convenience. Your letter brings the first information I have of the suit.

'With regards, yours, etc.,

'M. BRAYMAN.'"

It was an admitted fact in the case that the Cairo & Fulton Railroad of Missouri made default in the payment of the interset of the bonds of the State loaned to it under the provisions of the acts of the General Assemby of December 11, 1855, and March 2, 1857, in the year 1860, and has ever since continued so in default, and on the 19th day of February, 1866, the General Assembly of the State, by an act entitled "An Act to provide for the sale of certain railroads and property by the Governor, to foreclose the State's lien thereon and to secure an early completion of the South-west branch Pacific, the Platte County, the St. Louis & Iron Mountain and the Cairo & Fulton Railroads of Missouri," made it the duty of the Governor to advertise *the Cairo & Fulton road and every part and section thereof so far as the same was constructed or projected, together with its appurtenances, rolling stock and property of every description, and*

all rights and franchises thereto belonging for sale, and to sell the same at auction to the highest bidder, in pursuance of the provisions of the several acts creating a lien on said railroad, its appurtenances, rights and franchises in favor of the State. (Acts of the General Assembly of the State held on November 1, 1865, pp. 107 *et sequitur*, section 1 of the Act.)

This act was further supplemented an explained by an act entitled "An Act supplementary to and explanatory of an act entitled an act to provide for the sale of certain railroads and property by the Governor, to foreclose the State's lien thereon and to secure an early completion of the Southwest Branch Pacific, the Pacific, the Platte Country, the St. Louis & Iron Mountain and the Cairo & Fulton Railroads of Missouri, which was approved March 19, 1866 (Laws of Missouri, Session Acts of 1868, pp. 115, etc.,); but no reference need be made to this act.

The act of February 19, 1869, above referred to, created a Board of Commissioners for each of the railroads named in said act, whose duty in case of the Cairo & Fulton Railroad was to attend the sale of the road as advertised by the Governor, and bid in the same for the use and benefit of the State, for an amount not exceeding the lien on said road in favor of the State (Sec. 31); and if said road was struck off and sold to the Commissioners, to take possession and hold the same with its appurtenances and property, and to manage, operate and dispose of the same in the manner provided for in the act.

Upon the purchase of the road by the Commissioners, they were authorized to re-sell the same by advertising for bids and proposals for the same, and to award the road and every part thereof, its franchises and appurtenances and all lands and other property, real and personal, to the highest and best bidder whose bids are made in compliance with the terms and conditions of the act.

Under the provisions of these acts, the road and whatever else might be was bought by the Commissioners for the State, and by them sold to McKay, Vogel, Simmons and others, and by these purchasers sold to Thomas Allen, landlord of the defendant Boyce, and whose title, in consequence of irregularities on the part of the Commissioners and the purchasers, McKay, Vogel, Simmons, and others, was subsequently confirmed by an act of the General Assembly of the State, entitled "An Act to confirm the title of the St. Louis & Iron Mountain Railroad to Thomas Allen, his heirs and assigns, and to deliver possession thereof to the St. Louis & Iron Mountain Railroad Company, organized as a corporation on the 29th day of July, 1868, and to appropriate certain funds for the building of a railroad from Pilot Knob to the State line of Arkansas," approved March 17, 1868. (Session Acts of 1868, pp. 95 *et seq.*)

The plaintiff does not deny that Mr. Allen acquired by virtue of the statutory mortgages created by the acts of December 11, 1855, and March 3, 1857, the default of the Company in the payment of the interest upon the bonds of the State loaned it, and the operation of the acts of February 19, 1866, March 19, 1866, and of March 17, 1868, and acts done thereunder, all above set forth, all the right which the State could acquire thereby in and to the Cairo & Fulton Railroad and every part and section thereof and its appurtenances, and the road and property of the Company in the same manner as provided by the above mentioned acts of February 22, 1851, and of December 10, 1855.

The question is on the title of Mr. Wilson, the plaintiff, derived through the trust deed of the 23d day of May, A. D. 1857, and the title of Mr. Allen, derived under the statutory mortgages created in favor of the State by virtue of the acts of December 11, A. D. 1855, and March 3, A. D. 1857, the plaintiff maintaining that Mr. Allen acquired no title whatever to the lands to which he derived the title through Hiram S. Hamilton, and which are a part of the lands do-

nated by Congress to the State, and by the State to the Company by act of February 20, 1855, incorporating the Cairo & Fulton Railroad Company, granting the lands to the corporation and expressly authorizing the mortgaging of the same for the purposes of the corporation.

The cause was tried under the provision of the section 649 of the Revised Statutes, by the Circuit Court, without the intervention of a jury, the parties, by their attorneys, having filed with the clerk a stipulation in writing waiving a jury, and the finding of the court was of the facts specially, thus bringing the facts before this court to the determination of the sufficiency of the facts found to support the judgment under section 700 of the Revised Statutes.

Upon the facts as found, the court found, as a conclusion of law, that the defendant was entitled to judgment, and the plaintiff then and there duly excepted to such the finding of the court.

Upon said finding the court rendered judgment in favor of the said defendant, and to which judgment of the court, so rendering judgment in favor of the defendant, the plaintiff then and there duly excepted and tendered his bill of exceptions, whereby all the above facts were preserved of record, and sued out his writ of error to this court.

It is stipulated that any and all the acts of the General Assembly of the State of Missouri mentioned in the bill of exceptions, and any acts referred to in said acts, and any other acts of the said General Assembly, may be read in the hearing of the case in the Supreme Court from the printed volumes of the Acts of the General Assembly of the State, published and appearing to be published by authority of the said State, the same as if fully and particularly set forth in said bill of exceptions.

The court below held these propositions:

1. Under the act of the Missouri Legislature of March 3, 1857, bonds issued by the State to the several railroad companies receiving them, constituted a first lien or mortgage

upon the road and property of said companies; that the lien of the State under this statutory mortgage extended to *lands* which had before that time been granted by Congress to aid in the construction of the road and by the State to the railroad company, and that the lien of the State was not confined to the road and such property immediately connected with the road as was necessary for its operation.

2. A title to such lands derived from the State (which subsequently foreclosed its lien) is superior to a title derived from the railroad company by deed made by the company after it had accepted the provisions of the act of March 3, 1857, giving the State a first lien on the "road and property" of the company.

Deeming it unnecessary to determine whether the plaintiff would also fail in his title for the reason that the deed to Hamilton was never executed or delivered by the trustees so as to be operative as a conveyance of the lands described therein.

Plaintiff in error assigns for error:

I. That the judgment was rendered for the defendant in error when it should have been upon the facts as found rendered in favor of the plaintiff in error.

BRIEF ON BEHALF OF THE PLAINTIFF IN ERROR.

I.

The corporation the Cairo & Fulton Railroad Company, had power *qua corporation* to make and issue its bonds, and to create the mortgage of May 23, 1857, to secure the bonds so made and issued independent of any express authority given it so to do.

The power was absolutely essential to the construction of the road, which was the object of the corporation, and was therefore a necessary incident to its other rights, and corporations have power independent of express authority to mortgage when necessary for the purposes of the corporate existence and object.

Moreover, the power to issue bonds and to secure their payment by mortgage of the lands of the corporation, for the purpose of raising funds from time to time for the construction of the road, was expressly given by the fifth section of the act confirming the incorporation of the Company, under the General Railroad Association law of the State, under date of February 20, 1855.

Thus the same act incorporated the Company, gave to it all the land granted by the act of Congress to the State to build the road, and expressly authorized the corporation to sell those lands, or issue bonds and secure the payment of them by a mortgage of the lands for the purpose of raising funds to construct the road.

II.

The language used in the act of December 11, 1855, granting State aid to the amount of $250,000, that the certificates of acceptances of the bonds of the State filed in the office of the Secretary of State, shall thereupon become and

be, according to all intents and purposes, a mortgage of *the road and every part and section thereof and its appurtenances* to the people of the State, cannot, without torturing the English language, be held to mean a mortgage of anything else than the road itself and every part and section of the road and the appurtenances of the road, and certainly cannot, without perverting the meaning of words, be held to mean a mortgage upon several hundred thousand acres of land given by the Congress and the State to the corporotion to *aid in* the construction of the railroad.

Mr. Allen is driven to this position, however, in claiming that in purchasing the Cairo & Fulton Railroad under the statutory mortgage created by this act, he acquired title not only to the road and every part and section thereof and the appurtenances of the road, but also to the great body of land donated by the benevolence of the Federal Congress and of the State to the corporation, to aid in the purpose for which it was created. The question then arises, under what term is it that he demands to include the land of the corporation held by it in proprietary capacity, and apart from the necessary ownership of lands for the purposes of a railroad corporation? Is it in the use of the term *road and every part and section of the road?* It is not worth while to stop here.

Is it in the use of the word *appurtenances?* Undoubtedly if at all, and therefore we are told that in the use of the word appurtenances, meaning appurtenances of a railroad or steam railway, is to be included a very large body of land in no manner whatever necessary or essential for the purposes of that railroad or steam railway.

The word appurtenances, at least in a deed, will not pass any corporeal real property, but only incorporeal easements or rights and privileges.

Co. Litt., 121.

8 Barn & Cr., 150.

6 Bing., 150.

1 Chitty Pr., 153–4.

The term ("appurtenances") both in common parlance and in legal acceptance, is used to signify something appertaining to another thing as principal, and which passes as an incident to the principal thing.

Per Thompson, J., in Harris *et al. vs.* Elliott, 13 Peters, 54, the thing appertenant must be of an inferior nature to the thing to which it is appurtenant.

2 Sharswood Bl. Com., 19.
1 Plowd., 170.
1 Sumner Circuit Ct. R., 21.
Cro. Eliz., 704, Ch. 56.
3 Salk, 40.

"Appurtenances.—Things belonging to another thing as principal and which pass as incident to the principal. Thus if a house and land be conveyed, every thing passes which is necessary to the full enjoyment thereof, and which is in use as incident or appurtenant thereto. Under this term are included the curtilage, water courses and secondary easements under some circumstances, and generally anything necessary to the enjoyment of a thing."—Bourvier Tit.

Jackson *vs.* Hathaway, 15 John R., 447.
Tyler *vs.* Hammond, 1 Pickering R., 193.
Leonard *vs.* White, 7 Mass. R., 6.
2 Bac. Abr., 307, Tit. Grant.
Cro. Eliz., 89.
Cro. Jac., 121.
3 Wils., 141.
2 W. Bl., 726, 1148.
2 Saund., 401.
Co. Litt., 5 *a*, 5 *a b*.

III.

The language used in the act of March 3, 1857, granting the State aid to the amount of $400,000, that all bonds issued under the provisions of this act shall constitute a first lien or mortgage upon the road and *property* of the several companies so receiving them in the same manner as provided by the act approved February 22, 1851, "to expedite the construction of the Pacific Railroad and of the Hannibal & St. Joseph Railroad," and the act approved December 10, 1855, of which this is amendatory, as did the acts of 1855, gave the State a mortgage upon nothing other than the road and *property* of the company *held for the purposes of the road.*

This is manifest by the reference in the section to the provisions of the act of February 22, 1851, and of December 10, 1855, which make the statutory mortgages thereby created to be upon the *road and every part and section thereof and its appurtenances.* (Sec. 4 of Act of February 22, 1851,) and upon the *road.* (Sec. 1 of Act of December 10, 1855.)

The change of phraseology in the act of March 3, 1857, in the use of the term *property*, cannot upon any reasonable construction be held to embrace the large body of land granted by Congress and the State to the company in aid of its completion.

1. It is inconceivable that if the General Assembly and the company intended by the use of the word "*property*" to embrace the lands granted for the construction of the road, that the act would not have used words clearly indicating such intention.

2. Such construction would tend inevitably to destroy the general power of the corporation, confirmed by express enactment, to sell or mortgage those lands, given by the 5th section of the act of incorporation of the company.

3. The term property can be well satisfied without giving it the interpretation of including all the land granted the road, not for its purposes of a railroad corporation, but in aid of the construction of the road. The term property is evidently meant to include and to include nothing more than the road bed, rails upon it, turn-outs, depots, erections, buildings, franchise, locomotives, passenger and freight cars, hand cars, tenders, tools, machinery, materials, etc., and all other property a part and necessary part of the entire establishment, movable or immovable, essential to the production of tolls and revenue.

4. The State was to get good security for its loan other than the land in controversy.

While the State loaned its credit to the extent of $650,000, it is an historical fact that the counties along the line of the road subscribed and paid for nearly $400,000 of the captal stock of the Company, and this independent wholly of private subscription and payment of the capital stock of the Company.

Moreover the loan of the State was only furnished as follows:

The first amount of $250,000 was only to be loaned upon satisfactory proof that *the like amount* had been expended by the Company, derived from the payment of *bona fide* stock subscriptions and from other sources *not creating or entitled to any lien on such road.* So as to the loan of $400,000. Bonds to the amount of $100,000 were to be issued upon satisfactory proof that $50,000 had been expended from the private means of the Company *not creating a lien of the road* and so until the whole amount of State

aid authorized by the act was received. By this act the State was to loan $400,000 of its bonds or credit, only when $200,000 of private resources had been expended in the construction of the road proper.

5. The State in loaning its credit was careful to provide that a satisfactory amount had already been expended from private sources in the construction of the road not creating *a lien on the road.*

If the State was securing a mortgage upon the lands held by the Company as proprietor, and separate and distinct from its ownership of other property essential or necessary to its corporate existence, why would not language have been used to guard the State from prior mortgages or liens on this land as well as upon the road?

6. There is a well known and patent distinction between property of a corporation held for the purposes of the corporation, and other property held by it for other than corporate purposes.

Thus this identical corporation had power to take two classes of real estate; one class it had the right to receive and dispose of at pleasure for the purpose of aiding in the construction of its road, or for raising funds to pay debts contracted in its construction, etc.; the other class it could only hold for depots, road beds, etc., and this idea may be better illustrated by reference to the case of the State *vs.* The Commissioners of Mansfield, 3 Zabriskie Rep, (N. J.) 510, where the Camden & Amboy Railroad and Transportation Company claimed that certain real property, consisting of houses and lots owned by that Company and let by them to their workman and employees, were exempt from taxation under a clause in their charter exempting the "Company from all further taxation." The Court held that this property was liable to taxation, whilst the road bed, turn-outs, etc., were exempt, holding that there were two

classes of real estate which the Company had the power to acquire and hold, the one being liable to taxation and the other exempt. Of course the one being held for strictly corporate purposes, and the other not.

When therefore the term "the property of a railroad corporation" is used, the natural, sensible and fair meaning of the word is that property of a corporation held by it for the purposes for which it was clothed with the charter of corporate existence.

Inhabitants of Worcester *vs.* The Wilson Railroad Corporation, 4 Met. 564.

Whitehead *vs.* Vinyard, 50 Mo., p. 30.

7. By the very act of December 10th, 1855, which by the second section created a lien in favor of the State upon the roads and every part and section thereof and their appurtenances receiving State aid under the provisions of that act, it is by the 20th section of the act expressly provided that the Pacific Railroad (one of the roads receiving aid under it,) is thereby authorized to mortgage the Southwest branch of its railroad, and to include in said mortgage all the lands granted by the Congress of the United States to the State of Missouri, by act of Congress approved June 10, 1852, and by the State of Missouri granted to the Pacific Railroad for the construction of the said Southwest branch, act approved December 25, 1852, to secure the payment of bonds authorized to be issued by the said Pacific Railroad, to an amount not exceeding ten million dollars, which mortgage shall be a lien as well on the said lands and on the said Southwest branch railroad, may be at the date of the mortgage as on all additions, improvements, constructions, erections and *appurtenances* added to the same at any time after the date of the said mortgage.

This legislation, in our opinion, puts it beyond all peradventure that the General Assembly recognized fully the

aid authorized by the act was received. By this act the State was to loan $400,000 of its bonds or credit, only when $200,000 of private resources had been expended in the construction of the road proper.

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This legislation, in our opinion, puts it beyond all peradventure that the General Assembly recognized fully the

distinction between the road and every part and section thereof, and appurtenances and property and the lands granted in aid of the construction of the road, and had such distinction fully in mind in taking a mortgage as security for loans advanced.

For all these considerations it appears plain that the State acquired no mortgage upon the Congress lands of the Cairo & Fulton Railroad Company. Thus upon the acceptance of the provisions of the acts of December 10. 1855, and of March 3, 1857, stood the contracts between the two contracting parties, the State of Missouri on the one part, and the Cairo & Fulton Railroad Company on the other, and we have endeavored to show that neither these acts or either of them created a mortgage upon the lands of the Company granted to it in aid of its completion, in favor of the State.

Long subsequently, then, to the making of this contract or these contracts, and as late as February 19, 1866, the General Assembly (the Company being in default in the payment of the interest upon the bonds of the State according to the tenor of the contract,) provided for a foreclosure of the State's lien and the sale of the road, and every part and section thereof so far as the same was then constructed or projected, together with its appurtenances, rolling stock and *property of every description*, and all rights and franchises thereto belonging.

By the fourth section of this act, within thirty days after they shall have been appointed and qualified, the Board of Commissioners were required to publish a notice of their appointment as such, of their authority to take possession of or to buy in said road *together with the lands belonging to the road*, and again to sell the same, and they shall invite proposals for the purchase of the road, *lands* and appurtenances, and franchise, from said Commissioners.

By the sixth section of the act, the Commissioners were to award to the highest and best bidder the road and every

part and section thereof, its franchises and appurtenances, and *all lands* and other property, real and personal.

By the eighth section they were to convey to the purchaser the road and all of the franchises, privileges, rights, title and interest appertaining to the road so sold, road, road bed, rolling stock, machine shops, and all other property, both real and personal, of every description, belonging or in anywise appertaining thereto, and the purchaser was to execute and deliver to the State of Missouri mortgages on said road, franchise, land and property aforesaid, to secure the payment of the purchase money.

Upon this legislation the plaintiff makes point

IV.

That the General Assembly did not thereby intend to foreclose upon, sell and convey to purchaser the lands of the Cairo & Fulton Railroad Company granted to aid in the construction of the road, and that if it did so intend it could not do so, since, as has been shown, these lands were not embraced or contained in the mortgage to the State.

The act in question is exceedingly loosely drawn. It will be noticed that the word *lands* occurs for the first time in third section of the act. The first section above quoted wholly omits the word. The first section makes it the duty of the Governor to advertise for sale the Cairo & Fulton Rairoad, and every part and section thereof, so far as constructed or projected, together with its appurtenances, rolling stock and property of every description, and all right and franchises thereto belonging. In the fourth section whereby the Commissioners are to publish a certain public notice, that notice is that the Commissioners are authorized to take possession of and buy in said road, together with the *lands* belonging to the same.

It is very reasonable to suppose that in the use of this word *lands*, in this as well as in the sixth and eighth sections, the General Assembly meant merely the lands of the Company held for the essential purposes of the corporation for railroad purposes. And this conclusion is strengthened and almost made absolute in considering the eighth section of the act, whereby it is expressly said that the deed of the Governor to the purchaser shall have the effect to convey, transfer and make over to the purchasers, said roads and all of the franchise, privileges, rights, titles and interest appertaining to the road so sold, all roads, road beds, rolling stock, machine shops, and all other property, both real and personal, *and in the case of the Southwest branch* of the Pacific Railroad, all the lands granted by the United States to the State of Missouri, by act of Congress approved June 10, 1852, and by the State of Missouri granted to the said Pacific Railroad, for the construction of the said Southwest branch, by an act approved December 25, 1852, *which have been forfeited to the State.*

Under the view which is taken by Mr. Allen's counsel, the State had as well a mortgage of the lands of the southwest branch, without this special provision, for the State guaranteed, or was to guarantee, the payment of the ten millions of bonds under the act of December 10, 1855, and had a right to sell these lands under the general mortgage to the State of the road and every part and section thereof with the appurtenances.

But whether the General Assembly did or did not, by the provisions of the act of February 19, 1866, intend to foreclose upon the Congress lands, the State had no power to do so, and Mr. Allen acquired under the sale on foreclosure nothing more than the road itself and its appurtenances and the general property of the railroad, and did not and could not acquire by deed taken in January, 1867, and confirmatory act of the Legislature passed in March, 1868, the title

to lands which had lawfully passed from the Cairo & Fulton Railroad Company as early as November of the year 1859.

The General Assembly of the State of Missouri had no power to declare by their act passed in February, 1866, what passed under the mortgages created by the operation of the provisions of the acts of December 11, 1855, and March 3, 1857.

To give any such effect to their said act would be to allow one of the parties alone to the contract to effectually determine the nature, character and effect of the contract; and herein lies the error in the *obiter dicta* of Judge Bliss, of the Supreme Court of the State of Missouri, in the opinion of the court as delivered by him in the case of Whitehead *vs.* Vinyard, above cited and more particularly referred to hereafter—that is to say, he assumes to construe a contract between the St. Louis & Iron Mountain Railroad and the State of Missouri, existing under acts and acceptances of the provisions of acts done in 1855 and 1857, by another act of one of the parties to this contract, to-wit, the State of Missouri, passed on February 19, 1866, and the provisions therein enacted, *and to give a controlling effect to the act of February*, 1866, *in interpreting the language of the acts of* 1855 *and* 1857.

In this case Judge Bliss says:

"Under the provisions of these acts and subsequent legislation, the railroad was sold out, and defendant claims that the land in controversy could not have been sold because not included in the term 'appurtenances' used in the act of February 22, 1851; that land outside of, and not necessary to the use of the road is not appurtedant to the use of it. It becomes unnecessary in this case to consider how much would be included in the term had not the legislative intention been otherwise made clear." (Sic.)

But, with all respect to the learned Judge, it is something more than what was the legislative intention, and that something is what was the intention of the corporation.

There were two parties to the contract, the General Assembly and the Company, and the intent of the one was no more effective than the intent of the other. What the court was called upon to determine was, what was the meaning and intention of the parties to the contract, both of them, and what was the contract entered into by them. The learned Judge proceeds in this fallacious style of reasoning: "Subsequent acts (that is, of the General Assembly, one of the parties to the contract,) leave the legislative intention without a shadow of doubt;" and the Judge absolutely points with satisfaction to an act passed February 17, 1864, and an act passed February 19, 1866, as conclusively determining in his mind the rights of the State, the rights it acquired under contract of mortgage made with the St. Louis & Iron Mountain Railroad as early as 1855 and 1857.

As well in the case of private parties, mortgagor and mortgagee under a mortgage executed in 1855, should the declaration of the mortgagee, made years afterwards, in 1866, be held to conclusively determine, "without a shadow of a doubt," what rights he the mortgagee acquired, what property *he* intended to be covered by the mortgage, and to make this intent the law of the contract between the parties; for previously, in this opinion, the learned Judge used the phrase, "The legislative intention constitutes the law, and the law governs the lien!!!"

The opinion of the Judge is faulty in other respects. In answer to the view objected, that the Company *did not own the land* in dispute *when the lien was created by statute*, and that therefore the lien could not attach, he says: "If this were a sound view all the State liens for advances would have been lost. In every instance it was to take effect upon prospective property;" but it has clearly been shown to this Court that this statement is not correct. The State ad-

vanced aid to the Company only when it had been assured that a satisfactory amount sufficient to protect it against loss had already been expended from private sources in the construction of the road.

But the fact is, the case of Whitehead against Vinyard, relied upon so strongly by the learned counsel for Mr. Allen, may have been *well decided*, and is no authority whatever for the position he assumes. What we complain of is the *obiter dicta* of the Judge in his opinion, or rather his mode of reasoning, which leads him to refer to acts of the General Assembly of 1864 and 1866, to determine positively a contract created by acts as early as 1855 and 1857, and to throw boldly into the opinion such language as this: "It is evident that the Legislature intended that the State should hold a lien upon all the property of the Company, and that when it was foreclosed and the railroad sold out and the title confirmed in said Allen, the sale was understood (!) to cover everything the Company owned."

We think that this is not accurate, precise, logical expression of thought. If the language be intended to refer to the ordinary property of the Corporation *like that the character of which was involved in this suit of Whitehead* vs. *Vinyard*, it is undoubtedly correct. If it be meant to apply to the Congress lands granted to the Company in aid of the road, it is as undoubtedly incorrect.

In the case of Whitehead *vs.* Vinyard, it was an action to recover land bought by the Railroad Company in 1864, and which the Court held was covered by the mortgage to the State as after acquired property bought by the Railroad Company after the date of the mortgage, and in all probability for the necessary purposes of the Railroad Corporation, as for cutting timber for ties, or for digging of rock and obtaining sand for purposes of the road, or for turn-outs or ground for station-houses or depots. A main question in the case was whether after acquired property of the mortgagor could be included in the mortgage, and the Supreme

Court held that subsequently acquired property might be included in a mortgage.

But however the case of Whitehead *vs.* Vinyard may come to be regarded, it cannot be of any binding force or authority upon this Court, and especially for the reasons that the State Court was construing an act of the General Assembly enacted by the State, as to which the State was itself a party as the mortgagee of the property by virtue of the act which came under interpretation and construction. In other words, the State enacts a law whereby it is itself interested as a party, and the rights of its contractee under the act afterwards come in question. In such case it will not do to hold that the construction of the act by the State Court should have any other than a persuasive influence, and it has been demonstrated that the opinion in the case mentioned in this view is entitled to but the slightest consideration.

Foxcroft *vs.* Mallet, 4 How. 353.
Lane *vs.* Wick, 3 How. 404.
Jefferson Branch Bank *vs.* Skelly, 1 Black 343.
16 How. 432.
18 How. 389.

A question arises upon the evidence offered by the defendant which is set out in the deposition of John Wilson, one of the trustees, and which, it is doubtless thought, makes the conveyance to Hiram S. Hamilton inoperative and void, as a conveyance of the title to the land in controversy, to and with reference to which circumstances, as stated in that deposition, plaintiff maintains—

V.

That the deed of the trustees to Hiram S. Hamilton, given in evidence, was executed and delivered in a valid and lawful manner by the trustees, so as to pass the title to the lands in question from the Cairo & Fulton Railroad to him, and herein the question may be considered in two aspects—first, as the execution of a deed by the trustees as individuals: and secondly, as the execution of a deed by the trustees as such.

If the deed had been executed and delivered in the manner supposed, as the deed individually of the grantors, Messrs. Moore, Wilson and Waterman, we maintain that it was entirely competent and lawful for Messrs. Wilson and Waterman to execute the deed in blank and transfer the same to the co-grantor, Mr. Moore, with express parol authority, upon the happening of the payment of the consideration money expressly fixed upon for land to be conveyed, to fill in the deed with the name of the grantee, and the specific description of the land, and upon this being done to deliver the deed as the conveyance of all the grantors therein named, so as to make the same a valid and lawful conveyance.

The circumstances of the case must be borne in mind—that is, the title under which the gentlemen named held the land, and the trust with which they were charged.

The deed in question, when executed by Messrs. Wilson and Waterman, *may have been* blank as to date and the name of the grantee, and even as to the description of the land, but when filled up or completed and delivered by the agent expressly authorized by parol authority to so do, they gave their full sanction to the completed instrument, and the same expressed the full and perfect intention of the parties grantors. The case would not have been any other if Messrs.

Wilson and Waterman had been present at the time of the act done by Mr. Moore, physically unable to themselves to complete the instrument, and requesting him (Moore) to do that for them which they were unable to do for themselves, requesting, authorizing and sanctioning the same.

A deed is well executed by an illiterate person if it be signed by a third person at his request and in his presence, and so by a literate person.

If another man seal a deed of mine and I take it up after it is sealed or deliver it as my deed, or request him to deliver it for me, it is a good deed, and it will not answer to say that a deed is no deed until fully written out, for there is no order of time in which the several parts of a deed should be written prescribed to the grantor.

We think the mooted question has been finally settled, however, at least so far as the determination of the Federal Courts is concerned, by Drury *vs.* Foster, 2 Wallace U. S., p. 33:

Per Nelson, J. "Now it is conceded in this case, that the instrument Mrs. Foster signed and acknowledged was not a deed or mortgage; that, on the contrary, it was a blank paper, and that in order to make it available as a deed or mortgage, it must be taken to have been signed and acknowledged with the design to have the blanks filled by the husband, or some other person, before the delivery, *We agree, if she was competent to convey her real estate by signing and acknowledging the deed in blank and delivering the same to an agent with an express or implied authority to fill up the blank and perfect the conveyance*, that its validity could not be well controverted. Although it was one time doubted whether a parol authority was adequate to authorize an alteration or addition to a sealed instrument, the better opinion at this day is, that the power is sufficient."

This, from the language of the learned Judge, appears to have been the unanimous opion of the Court upon the question stated.

Zouch *vs.* Claye, 2 Levinz, 35.

Texira *vs.* Evans, cited in Master *vs.* Miller, 1 Anstruther, p. 228.

Smith *vs.* Crooker *et al.*, 5 Mass. 539.

Ex parte Kerwin, 8 Cowen, 118.

Sigfried *vs.* Levan, 6 Serg & Rawle, 308.

Wiley *vs.* Moore, 17 Id. 439.

Ex parte Decker, 6 Cow., 59.

Anderson *vs.* Lewis, 1 Freemans (Chy.) 178.

The doctrine of Drury *vs.* Foster has been recognized and fully adopted in Missouri in case of Burnside *vs.* Wayman, 49 Mo., p. 357, wherein the Court say: "Whatever may have been determined in some of the old books, the better doctrine is against the position—that such a deed executed in blank with parol authority to fill up the blank was void,"—(A. D. 1872), and in the case of Field *vs.* Stagg, 52 Mo., 534. McQuie *et al. vs.* Peay *et al.*, 58 Mo., 56.

Com. Dig. Tit. Fait A (1) note (f) Day's Ed., 1 Shep. Touch. 57.

Duncan *vs.* Hodges, 4 McCord, So. Car. 239.

Inhabitants South Berwick *vs.* Huntress, 53 Maine, 90.

McDonald *et al. vs.* U. S., 9 Cranch, 28.

U. S. *vs.* Nelson and Myers, 2 Brock R. 64,

White *vs.* Vermont & Massachusetts R. R. Co., 21 How., 576.

Wooley *vs.* Constant, 4 Johns, 54.

Humphreys *vs.* Guellow, 13 N. H., 385.

Knapp *vs.* Maltby, 13 Wend., 587.

Hudson *vs* Revett, 5 Bing., 368, 15 E. C. L., 467.

Warring *vs.* Williams, 8 Pick, 322.

Same *vs.* Same, Id. 325.

Markham *vs.* Gomaston, Moore 547.

1 Vent., 185, 2 Ch. Rep. 410, Paget *vs.* Paget.

Eagleton *vs.* Gutteridge, 11 M. & W., 466.

The case of South Berwick *vs.* Huntress, *ubi supra*, is a very well reasoned case, and I therefore quote from the opinion of the judge (Kent). "The only distinction between parol contracts and those under seal is a purely technical one, viz.: That an authority to make a deed or execute a sealed instrument for another, must be of as high a character as the instrument, *i. e.* be under seal. It is an unquestioned doctrine of the common law that a person not authorized by power under seal cannot *execute* a sealed instrument for another, or change a parol contract into a specialty. Now if it is the absence of the seal on the authority that prevents the validity of the execution, it would seem that nothing could supply it, not even consent by parol, and yet as before stated, all the cases seem to recognize the validity of such filling up if done in the presence of the grantor, and consent given before or after, or implied consent. In these cases it is assumed that the act is done by the assent of the grantor, because he is present when it is done by another. And yet if the authority *must* be under seal, where is the evidence of it? The whole evidence is parol, the fact of the presence and the assent is proved by parol. The act derives its efficacy only from authority depending on other sources than a seal. It is *consent* that gives it vitality, and that consent it is proved by parol was given by parol. Why may not consent be established by proof that the authority was directly given before the act was done, and when the paper was not before him? There is no clearer parol authority in one case than the other. It is after all a mere question of assent. * * * When the instrument is a sealed instrument, when signed by the party, the filling in of the blanks afterwards by another is not, strictly speaking, the *execution* of a sealed instrument. That has already been done by the party himself. The third party does not make it a specialty himself. It was one before. The filling up merely perfects an imperfect sealed deed or bond. This

is the view taken by the English Court in Hudson *vs.* Revett, 5 Bingham."

Devin *vs.* Himer, 29 Iowa, 297.

In Simms *vs.* Harvey, 19 Iowa, 297, the learned judge giving the opinion of the Court in that case, would not undertake to deny that power to fill a material blank in a conveyance otherwise duly executed, might be conferred by parol, and certain it is that in the case of Drury *vs.* Foster, the deed in the opinion of the Supreme Court was good as to the husband and not good as to the wife, only because she was not *sui juris* and had not the *jus disponendi*. If the *feme covert* had been competent to convey, the deed would assurenly have been held a good deed in the opinion of that Court. Moreover in the case of Simms *vs* Harvey, it is declared "that there was no express authority to fill up blanks and deliver the deed."

Owen *vs.* Perry, 25 Iowa, 425.

After all, the sensible and reasonable conclusion, it seems to us, is that "all cases of this sort depend on the inquiry whether the intended grantor has given sanction to the instrument so as to make it conclusively his deed.

3 Preston on Abstracts, p. 64.

Judged by this rule the deed of the trustees is unquestionably good, for, in the language of Wright J., in Owen *vs.* Perry, *ubi supra*, "The contract or deed when the blank was filled, expressed the exact agreement of the parties." It will be seen that the judge in this case differed from the judge in Simms *vs.* Harvey.

The learned counsel for the defence here invokes admitted propositions of law in regard to trustees for the purpose of invalidating the deed *which have no relation to the case.* Such as, where a naked power is given to several to sell and convey real estate not coupled with any interest in the estate, such act can only be exercised by the joint action of donees of the power, and

That ths office of the trustee being one of personal confidence, cannot be delegated.

The answer to these statements of admitted law is that the trustees did exercise joint action, and that there was no confidence delegated to the co-trustee as to the manner in which the duties of the trust were to be exercised.

A distinction must be observed between the delegation of the office and the employment of agents on proper occasions. It cannot be expected that the trustees should personally execute all the details of their duty, nor would it be desirable for the interests of the *cestui que* trust. It must also be noticed that the appointment of an attorney or *proxy* is not in all cases a delegation of the trust. *When the trustee has resolved in his own mind in what manner to exercise his discretion, he cannot be said to delegate any part of the confidence if he merely execute the deed by attorney or signify his will by proxy.*

Lewin on Trusts, pp. 263, 264.

Attorney General *vs.* Scott, 1 Vesey Senr. 417.

In the case of the trustees, however, there was no discretion confided to them. Nothing was made to depend upon their judgment. The grantor, the Cairo & Fulton Railroad Company, had determined in the deed that the land was to be sold. It was the direction of the Company and not the judgment of the trustees that the land was to be conveyed, and the deed therefore to be executed on presentation and cancellation of the bonds of the Compaay.

The fact is the bonds of the Company were cancelled and the land conveyed, and why should Mr. Allen be heard to object to the manner in which the purposes of the trust were executed—he who is an intruder without shadow of title upon our possession ?

Sugden on Powers, Vol. 1 page 266, 3d Am. from 7th London Ed. :

"So wherever a power is given whether over real or personal estate and whether the execution of it will confer the legal or only the equitable right in the appointee, if the power repose a personal trust and confidence in the donee of it to exercise his own judgment and discretion, he cannot refer the execution of it to another for *Delegatus non potest delegare*."

And see section 3 : "Where the deed of appointment is actually prepared or the donee points out the *precise appointment which he is desirous should be made*, there no confidence, no discretion is delegated. The appointment is in every respect an exercise of his own judgment, and there cannot be any reason why he should not be permitted to execute the deed of appointment by attorney. The contrary doctrine would lead to great inconvenience."

Mr. Sugden says that the cases by no means authorize the position that a donee of a power cannot execute a deed of appointment by attorney. They merely establish that the donee cannot delegate the confidence and discretion reposed in him to another.

If one of several trustees be duly authorized by the others to act as their agent, the legal maxim "*qui facit per alium facit per se*" applies.

Vide Colstnus heirs *vs.* Chaudet, 4 Bush. Ky. 666, where it was held that a sole acting executor could delegate his authority to his agent to sell lands.

We think it is unnecessary to discuss further the general proposition we are considering.

Objection is understood to be made by the counsel for the defendant to the form of acknowledgment of the trust deed, and attention is called to the certificate appended to the deed as showing an excess of authority in conveying 405,000 acres of land instead of 400,000 to the trustees, under the resolution of the directors of the Company.

It is believed that neither of these points if made require remark,

The certificate of acknowledgment is in due and proper form.

Lovett *vs.* The Steam Saw Mill Association, 6 Paige Chy., 55.

Tenny *vs.* Lumber Company, 43 N. H., 346.

Sheehan *et al. vs.* Davis, 17 Ohio St., 580.

VI.

Upon the case made, plaintiff respectfully maintains that the judgment of the Circuit Court should be reversed and judgment entered in this Court for him.

H. A. CLOVER,

Attorney for Plaintiff in Error Blakely Wilson.

March 21 1876 — Judge Dillon

IN THE

Circuit Court of the United States

FOR THE EASTERN DISTRICT OF MISSOURI.

OPINION OF JUDGE DILLON

IN THE CASE OF

WILSON against BOYCE.

[Reported in 2 Dillon's Circuit Court Reports, 542.]

MR. CLOVER, *for the plaintiff.*

DRYDEN & DRYDEN, *for the defendant.*

DILLON, *Circuit Judge.*—This is an action of ejectment. The parties have stipulated that the title to the land in controversy was at one time in the Cairo & Fulton Railroad Company, and it is under the company that each party claims to derive title—the plaintiff under a deed made by the trustees of the company, November 25th, 1859, to one Hamilton; the defendant under an alleged first mortgage lien in favor of the state of Missouri and its subsequent foreclosure, and the sale of the land by the State to the grantors of the defendant's landlord.

It was admitted on the trial by the learned counsel for the plaintiff, that if the State had a lien upon this land by virtue of the statutory mortgages in its favor, created either by the act of December 11th, 1855, or the amendatory act of March 3d, 1857, the title was subsequently acquired under a foreclosure of its lien by the

State, and by it conveyed to the grantors of the landlord of the defendant. One question, if decided in favor of the defendant, as we think it must be, is decisive of the case, and that is: Did the lien or mortgage in favor of the State under the act of 1855, or 1857, embrace or extend to the lands of the company which were granted by Congress to the State, and by the State to the company, to aid in the construction of the road?

The point of the controversy is just here: The plaintiff admits that the State had, by virtue of these acts, a first lien upon the road and all the lands necessary to its use and operation as a railroad, but denies that this lien extended to the *lands* of the company, which had been granted to it by Congress to aid, by mortgage or sale thereof, in the construction of its road. On the other hand, the defendant contends that to secure the State for the bonds issued to the company under the acts named, the State stipulated for, and the company consented to give, a first lien, not only upon the road and its appurtenances, but as well upon the other property of the company, including its lands.

By the act of December 11th, 1855, when accepted by the company as it was, there was created a first mortgage in favor of the State upon "the road and every part and section thereof, and its appurtenances." But, by the amendatory act of March 3d, 1857, the language was changed, and it was provided that "all bonds issued under the provisions of this act shall constitute a first lien or mortgage upon the *road and property* of the several companies so receiving them, in the same manner as provided by the act approved February 25th, 1851, to expedite the construction of the Pacific Railroad, and the Hannibal & St. Joseph Railroad, and the act approved December 10th, 1855, of which this is amendatory."

All of the State bonds to the Cairo & Fulton Railroad Company were issued after the act of 1857 was passed and its provisions had been accepted by the company;

and the act was accepted by the company prior to the time when it authorized the execution of the conveyance of its lands in trust to Moore, Wilson, and Waterman. Indeed, the conveyance to these trustees in terms refers to the act of 1853 and 1857, and recognizes the priority of the State to the extent provided for in these acts; but in reciting *that* upon which the lien of the State is attached, the language of the act of 1855 is followed, and the word "property," used in the act of 1857, omitted, apparently *ex industria*.

It is unnecessary to consider whether the lien provided for in the act of 1853 upon "the road and every part and section thereof, and its appurtenances," extended to the lands which had been granted by Congress, because the State was equally entitled to the security provided for in the act of 1857, which was "a first lien or mortgage upon the road and property of the company."

This legislation has been construed by the supreme court of Missouri (*Whitehead* v. *Vineyard*, 50 Mo 30). In the case just cited that court decided that, by the act of 1857, the State's lien extended to "all the corporate property of the companies named in the act," to lands as well as to the road proper, and even to lands subsequently acquired by the companies, as well as to those owned by them when the act was passed. We do not stop to inquire whether the nature of the case is such (the State having been a party in interest) that the construction of the State legislation by the highest tribunal of the State should not conclude us; for it will be admitted that a different judgment is not to be here pronounced, resulting in disturbing or overturning titles held good in the State tribunals, unless the opinion of the State supreme court is clearly erroneous.

Upon the best consideration we have been able to give to the subject, we concur in the opinion that by the act of 1857, however it would have been under the act of 1855, the lien of the State extended to the lands as well as to the road proper and its appurtenances.

We mention briefly the reasons that give support to this conclusion :—

1. The anxiety of the State to have full security is manifest on the face of all the enactments relating to the subject, and hence the provision for a first lien or mortgage, which was not only to be upon the road, but upon the property of the company.

2. The terms "road and property" are general and comprehensive, and as the word "property" was specially inserted in the latter enactment, it must be supposed, particularly in legislation of such great moment, that it was advisedly done either to close doubts, or to extend the lien to property which would not be embraced by the words "road and its appurtenances." The lien extends not only to the road, but in addition to the property of the company—to property which would not or might not be embraced by the language "road and appurtenances." What property was meant? What so likely as the lands of the struggling companies, which, without the aid of the State by bonds, were unable to go on with their enterprises, and what more appropriately than lands falls within the comprehensive term property.

3. If the lands of the company be excluded from the mortgage, it is difficult to give a construction to the act which will give any adequate or considerable significance to the word property.

The plaintiff's counsel argues that the act of 1857 "gave the State a mortgage upon nothing other than the road and property of the company held for the purpose of the road," and he adds: "The term property can be well satisfied without giving it the interpretation of including all the land granted the road, not for its purposes of a railroad corporation, but in aid of the construction of the road. The term property is evidently meant to include, and to include nothing more, than the road-bed, rails upon it, turn-outs, depots, erections, buildings, franchises, locomotives, passenger and freight cars, hand cars, tenders,

tools, machinery, materials, etc., and all property as part and necessary part of the entire establishment, movable or immovable, essential to the production of tolls and revenue."

But would not all this, or substantially all this, unless it be the franchise of being a corporation, be covered by a mortgage upon the road of the company, or the road and its appurtenances?

Under this view the defendant's landlord has the title, and this makes it unnecessary to determine whether the plaintiff would also fail for the reason that the deed to Hamilton was never executed or delivered by the trustees so as to be operative as a conveyance of the lands described therein.

TREAT, J., concurs.

JUDGMENT FOR THE DEFENDANT.